

ECHAVARRIA v FCA US LLC, et al

25CV48122

DEFENDANT'S DEMURRER/MOTION TO STRIKE PUNITIVE DAMAGES

This matter involves claims surrounding a car warranty brought by Alexis M. Echavarria ("Plaintiff") against FCA US, LLC ("FCA"), Central Valley Chrysler Jeep Dodge Ram ("Chrysler") and Does 1-10.

Now before the Court is a demurrer and motion to strike brought by FCA.

The Motion and demurer do not comply with Local Rule 3.3.7. All matters noticed for the Law & Motion calendar shall include the following language in the notice:

3 3 7 Tentative Rulings (Repealed Eff 7/1/06, As amended 1/1/18) All parties appearing on the Law and Motion calendar shall utilize the tentative ruling system. Tentative Rulings are available by 2:00 p.m. on the court day preceding the scheduled hearing and can be accessed either through the court's website or by telephoning 209-754-6285. The tentative ruling shall become the ruling of the court, unless a party desiring to be heard so advises the Court no later than 4:00 p.m. on the court day preceding the hearing including advising that all other sides have been notified of the intention to appear by calling 209-754-6285. Where appearance has been requested or invited by the Court, all argument and evidence is limited pursuant to Local Rule 3 3. All matters noticed for the Law & Motion calendar shall include the following language in the notice:

Pursuant to Local Rule 3 3 7, the Court will make a tentative ruling on the merits of this matter by 2:00 p.m. the court day before the hearing. The complete text of the tentative ruling may be accessed on the Court's website or by calling 209-754-6285 and listening to the recorded tentative ruling. If you do not call all other parties and the Court by 4:00 p.m. the court day preceding the hearing, no hearing will be held and the tentative ruling shall become the ruling of the court [emphasis in original.]

Failure to include this language In the notice may be a basis for the Court to deny the motion.

Accordingly, the demurrer is **OVERRULED** and the motion is **DENIED**, both without prejudice to refile.

The clerk shall provide notice of this ruling to the parties forthwith. No further formal Order is required.

MEDALLION BANK v HALLETT

25CV48397

PLAINTIFF'S APPLICATION FOR A WRIT OF POSSESSION

This matter involves alleged default on a consumer loan between Medallion Bank ("Plaintiff") and Amy M. Hallett ("Defendant.") Now before the Court is Plaintiff's application for writ of possession. Defendant has not filed an opposition.

Under Code Civil Procedure section 512.060, a writ of possession cannot issue unless the Court finds "[t]he plaintiff has established the probable validity of the plaintiff's claim to possession of the property." "A claim has 'probable validity' where it is more likely than not that the plaintiff will obtain a judgment against the defendant on that claim." (Code Civil Procedure § 511.090.) Due to the extraordinary nature of pretrial statutory writ remedies, their requirements are subject to strict construction. (See *Pacific Decision Sciences Corp. v. Superior Court* (2004) 121 Cal.App.4th 1100, 1106.)

Here, the Court finds that Plaintiff has established the probable validity of its claim to possession of the subject property, namely, a 2024 Cougar 30BHSWE Travel Trailer (VIN 4YDTCGP20RC503573) ("Property.") On or about July 12, 2024, Defendant Amy M. Hallett entered into a Simple Interest Consumer Note and Security Agreement (the "Contract"), whereby Plaintiff provided the financing for her purchase of the Property. (Verified Complaint, Ex. B.) In exchange for the financing, Defendant agreed to make 180 monthly payments of \$918.40 to Plaintiff, by and through its loan servicer SST, commencing on August 11, 2024, and continuing on the eleventh day of each month thereafter until the contracted amount was paid in full. (*Ibid.*)

Under the Contract, upon a default of any provision, Plaintiff has the right to take the vehicle from defendant. (Verified Complaint, Ex B. Section "Rights and Remedies Upon Default"; Verified Complaint, Ex. C.) Defendant's last payment on the Contract was January 11, 2025. (Verified Complaint ¶ 12.) Plaintiff has made demand for the payment of the outstanding balance, which amounts to \$67,700.93. (*Id.* ¶ 14.) Based on the evidence presented, the Court concludes that it is more likely than not that plaintiff would obtain a judgment in its favor for possession of the subject vehicle. Plaintiff provides sufficient documentary evidence that it is the registered owner of the subject vehicle, that defendant is in default of the Contract, and that Plaintiff has the right to repossess the vehicle as a result.

Plaintiff has demanded possession of the subject vehicle, but the defendant has improperly retained it. (Verified Complaint ¶ 16.) The Court also finds probable cause to believe that the vehicle may be found at D 7967 Nall Street, Valley Springs, CA 95252

(Verified Complaint ¶10.) The Court finds that a turnover order under CCP § 512.070 is warranted here. Also, the Court finds that no undertaking is required because the amount owed (\$67,700.93) exceeds the market value of the vehicle (\$44,950.00). (CCP § 515.010; Verified Complaint ¶11.)

For the foregoing reasons, the Application for Writ of Possession as to Defendant is **GRANTED**.

The clerk shall provide notice of this ruling to the parties forthwith. Plaintiff to submit a formal Order in conformity with this Ruling, and thereafter obtain a writ of possession through the clerk's office.