

**CALIFORNIA FAIR PLAN ASSOCIATION, et al v VACASA LLC**

**23CV46841**

**CROSS-COMPLAINANT/DEFENDANT ELECTROLUX'  
APPLICATION FOR PRO HAC VICE COUNSEL**

Cross-Defendant/Cross-Complainant Electrolux (hereinafter "Electrolux") has applied to the Court to permit David A. Herman to appear as counsel *pro hac vice* for all purposes, including trial. California Counsel for Electrolux Victoria A. Hirsch asserts good cause exists to grant the application because Electrolux has requested that Mr. Herman represent it at trial in this. Additionally, in her declaration, attorney Hirsch asserts that Mr. Herman has been directing all of the substantive issues in this case and that her office has served a copy of the declaration and the application for admission on all parties in this matter, and on the San Francisco offices of the State Bar of California with the necessary fee.

The Court finds all provisions of California Rule of Court 9.40 have been met. The Application is **GRANTED**.

The clerk shall provide notice of this ruling to the parties forthwith. The Court intends to sign the submitted (Proposed) Order.

**HAND v DeMATTEO, et al**

**25CV48423**

**DEFENDANT ATTA HOME HEALTHCARE'S DEMURRER  
AND MOTION TO STRIKE**

This case involves claims for medical malpractice brought by William Hand ("Plaintiff") against Amanda DeMatteo ("DeMatteo") and Atta Home Healthcare ("Atta.")

Now before the Court are a demurrer and motion to strike brought by Atta. After the filing of these motions, Plaintiff filed a First Amended Complaint on March 16, 2026. The pending demurrer and motion to strike the original complaint are therefore moot.

Atta's **Demurrer is OVERRULED and the Motion to Strike is DENIED**, both without prejudice to refile as to the First Amended Complaint.

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

**REASONER, et al v HENDERSON, et al**

**24CV47538**

**PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT OR, IN  
THE ALTERNATIVE, SUMMARY ADJUDICATION**

This civil action stems from a dispute over real property and allegations of fraud and elder abuse brought by Donna S. Reasoner ("Donna") by and through her Agent-In-Fact George Reasoner and George Reasoner, individually ("George") (collectively "Plaintiffs") against Teran Henderson ("Henderson") and Elizabeth Cann ("Cann") (collectively "Defendants.") Plaintiffs bring causes of action for 1) fraud, 2) rescission of contract, 3) cancellation of written instrument, 4) declaratory relief, 5) ejectment, 6) unjust enrichment, and 7) financial elder abuse.

Now before the Court is Plaintiffs' Motion for Summary Judgment or, in the Alternative, Summary Adjudication. Defendants filed an untimely opposition.

Defendants have failed to comply with Code Civil Procedure section 473c(b)(3) and California Rules of Court Rule 3.1350(f). Under Code Civil Procedure section 473(c)(b)(3) when opposing a motion for summary judgment, the opposing party must provide:

[A] separate statement that responds to each of the material facts contended by the moving party to be undisputed, indicating if the opposing party agrees or disagrees that those facts are undisputed. The statement also shall set forth plainly and concisely any other material facts the opposing party contends are disputed. Each material fact contended by the opposing party to be disputed shall be followed by a reference to the supporting evidence. Failure to comply with this requirement of a separate statement may constitute a sufficient ground, in the court's discretion, for granting the motion.

California Rule of Court 3.1350(f) sets out the specific format for the separate statement.

"The requirement of a separate statement from the moving party and a responding statement from the party opposing summary judgment serves two functions: to give the parties notice of the material facts at issue in the motion and to permit the trial court to focus on whether those facts are truly undisputed." (*Parkview Villas Assn., Inc. v. State Farm Fire & Casualty Co.* (2005) 133 Cal App.4th 1197, 1210.)

The Court is cognizant of the Defendants' pro se status and the fact that Defendants did attempt to oppose the motion (albeit by filing an untimely and improperly formatted opposition). Under these circumstances, the Court exercises its discretion to continue the hearing on the motion for summary judgment until Defendants have had an opportunity to correct their deficient opposition. (*Parkview*, 133 Cal.App. 4th at 1211.)

**Accordingly, the Defendants are ordered to provide an opposition that complies with the requirements of Code of Civil Procedure section 473c and California Rules of Court 3.1350(f.) The code-compliant opposition and supporting papers must be filed by 3:00 p.m. on April 10, 2026. Plaintiff has until 3:00 p.m. on April 22, 2026, to file a Reply. The continued hearing will be conducted on May 1, 2026 at 9:00 a.m. in Dept. 2. (A tentative ruling will be posted to the Court's website by 2:00 p.m. on April 30, 2026. Any request for oral argument must be communicated to the Court and opposing side by 2:00 p.m. on 4/30/26 in compliance with Local Rule 3.3.7.)**

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

# LVNV FUNDING, LLC v LINTHICUM

25CF15506

## PLAINTIFF'S MOTION FOR JUDGMENT ON THE PLEADINGS

This is an action by LVNV Funding LLC, as successor in interest to Citibank, NA ("Plaintiff") against Kay M. Linthicum ("Defendant") for the collection of a credit card debt in the sum of \$ \$22,579.20.

In her Answer, Defendant raised affirmative defenses to Complaint including that she had been caring for an ill husband who passed away, and that she is on extremely limited income.

Now before the Court is Plaintiff's motion for judgment on the pleadings.

### I. Legal Standard

A motion for judgment on the pleadings serves the same function as a demurrer but is made after the time for demurrer has expired. (Code Civ. Proc., § 438(c)(2); *Cloud v. Northop Grumman Corp.* (1998) 67 Cal.App.4th 995, 999.) Except as provided by statute, the rules governing demurrers apply. (*Id.*) The court must accept as true the factual allegations of the complaint and must give them a liberal interpretation. (*Gerawan Farming, Inc., v. Lyons* (2000), 24 Cal. 4th 468, 515-516.) In addition, the court is limited in its consideration to the face of the pleadings or matters entitled to judicial notice. (Code Civ. Proc. § 438(d).)

If the motion is granted in favor of the plaintiff, "it shall be based on the grounds that the complaint states facts sufficient to constitute a cause of action against the defendant and the answer does not state facts sufficient to constitute a defense to the complaint. (Code Civ. Proc. §438(c)(3)(a).)

### II. Legal Analysis

A breach of contract claim requires: 1) the existence of a contract, 2) plaintiff's performance or excuse for nonperformance, 3) defendant's breach, and 4) the resulting damages to the plaintiff. (*San Mateo Union High Sch. Dist. v. Cnty. of San Mateo*, (2013) 213 Cal. App. 4th 418, 439.) "Where contract language is clear and explicit and does not lead to absurd results, we ascertain intent from the written terms and go no further." (*Shaw v. Regents of Univ. of Cal.*, (1997) 58 Cal. App 4th 44, 53.)

Plaintiff is a debt buyer that is regularly engaged in the business of purchasing charged-off consumer debt for collection purposes, as defined in California Civil Code section 1788.50, subdivision (a)(1). (Complaint ¶ 5.) Defendant and Citibank entered into a contract for a consumer credit card. (*Id.* ¶ 6.) Plaintiff purchased the debt from

Citibank on March 23, 2024. (*Id.* ¶ 7.) Pursuant to the contract between Defendant and Citibank, Plaintiff provided credit and Defendant used that credit to make consumer purchases. (Complaint ¶ 13.) Defendant stopped making payments towards the balance on the subject account her last payment was on June 9, 2023. (*Id.* ¶14.) Defendant has an unpaid balance on her account of \$22,579.20 (*Id.* ¶15.)

In her Answer, Defendant did not deny the allegations against her with regards to the breach of contract and credit card debt.

Plaintiff has therefore carried its burden of demonstrating evidence supporting all the elements of its claim for breach of contract and that there are no affirmative defenses available. Defendant has failed to oppose the motion and makes no argument on her own behalf.

### **III. Conclusion**

Plaintiff's motion for judgment on the pleadings is **GRANTED**.

The clerk shall provide notice of this ruling to the parties forthwith. The Court intends to sign the submitted Order and Judgment.

# **10:00 a.m. Calendar**

## **MATTER OF THE LORA J. OSTROM TRUST**

**25PR8868**

### **TRUSTEE OSTROM-RAINEY'S MOTION FOR ATTORNEY'S FEES AGAINST WENDY PEEPLES**

This probate matter brought by the Wendy Peeples aka Wendy J. Ostrom ("Petitioner") involves a Petition for Instructions for Trustee Distribution and For Accounting and Compelling the Redress of Breach of Trust against the Successor Trustee Dawn J. Ostrom ("Objector.")

Now before the Court is a motion for attorney's fees in the amount of \$4,850.76 brought by Objector.

#### **I. Relevant Background**

The petition that initiated this action was filed on March 17, 2025. On June 6, 2025, the Court held the hearing on the petition. Objector was present but her counsel was not. During the hearing, the Court noted that Ostrom did not know where her attorney was and further that her counsel, Ms. Shafer, had a history of missed appearances. The Court further noted that Ms. Shafer had failed to file any written objection. Thereafter, the Court entered an Order granting the petition, removing Objector from her fiduciary duties, and charging costs and fees to Objector.

On August 29, 2025, the Court denied Objector's motion for relief from default and motion for a new trial. Objector then filed a notice of appeal on September 10, 2025.

On September 12, 2025, Petitioner filed an ex parte application under Probate Code section 1310(b). Petitioner's application stated that she sought only narrow directions "to prevent injury or loss to the estate." The application explained that only approximately \$30,000 in liquid trust funds remain, that those funds were the only ready source for taxes, preservation expenses, record gathering, and the accounting the Court had already ordered, and that there was a substantial risk the funds would be consumed during the appeal absent protective relief.

At the hearing on that application on September 19, 2025, the Court confirmed that Objector would remain “procedurally” the trustee but that no funds were to be removed from any accounts without prior approval pending the appeal.

Objector now moves for attorney’s fees on the grounds that the ex parte application brought under Probate Code section 1310(b) was an improper petition to remove Objector as trustee (Prob. Code, § 15642.)

## II. Legal Standard and Discussion

Pursuant to Probate Code section 15642(d):

If the court finds that the petition for removal of the trustee was filed in bad faith and that removal would be contrary to the settlor’s intent, the court may order that the person or persons seeking the removal of the trustee bear all or any part of the costs of the proceeding, including reasonable attorney’s fees.

Objector argues that she is entitled to attorney’s fees incurred as a result of the allegedly improper ex parte application filed on September 12, 2025. Objector asserts that she has acted properly as Trustee and Petitioner had no legitimate grounds for bringing the application.

In opposition, Petitioner argues that Probate Code sections 15462 and 1310 authorize the Court to appoint a temporary trustee or otherwise protect trust assets during an appeal.

The Court agrees with Petitioner. There is no evidence that Petitioner acted in bad faith in bringing the ex parte application pursuant to Probate Code section 1310 which authorizes the trial court to continue to take protective actions to ensure the integrity of the trust assets during the pendency of an appeal. Petitioner’s application was to ensure that the limited trust assets remain intact pending the outcome of the appeal. There is no evidence or even allegation of bad faith intent on Petitioner’s part.

Accordingly, the motion for attorney’s fees is **DENIED**.

The clerk shall provide notice of this ruling to the parties forthwith. Petitioner to submit a formal Order complying with Rule 3.1312 in conformity with this Ruling.