BANK OF AMERICA, N.A. v MANDELL

23CF14330

PLAINTIFF'S MOTION TO SET ASIDE DISMISSAL, ENTRY OF JUDGMENT

This case involves a dispute over credit card debt. The parties entered a settlement agreement which Bank of America ("Plaintiff") alleges has been breached by Gayle Mandell ("Defendant.") Now before the Court is Plaintiff's motion to set aside dismissal.

The Motion does 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 3 3 7 Tentative Rulings (Repealed Eff 7/1/06, As amended 1/1/18) All parties appearing on the Law and Motion calendar shall utilize the tentative ruling system.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 motion is **DENIED, without prejudice to refile** with the mandatory language.

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

CONNOLLY v DE LA CRUZ

23CV46549

PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION

This civil action stems from a lengthy and ongoing dispute concerning the upkeep and maintenance of an easement with associated drainage improvements, including culverts and ditches. Plaintiff Mark V. Connolly ("Plaintiff") filed this action to determine the parties' respective rights and duties, as well as to Quiet Title to an interest in land entitled the Cain Easement (a 161/2 foot strip of land north of the Cain Ranch property line) ("Cain Easement.") Plaintiff claims the Cain Easement is for cattle herding and grazing.

Defendant filed a cross-complaint to remove obstructions within the easement. The Court previously granted permission for Defendant to remove obstructions that were blocking the Cain Easement.

Now before the Court is Plaintiff's motion for preliminary injunction to prevent destruction of the grass used for grazing in the Cain Easement. Defendant has not filed an opposition. The lack of opposition may be construed by the Court as a concession that the motion has merit. (*Klaisle v. Zhao*, 2016 Cal. Super. LEXIS 21717; *Wildly v. Realty*, 2024 Cal. Super. LEXIS 45065 (failure to oppose may be viewed as abandoning a claim.)) [The Court notes defendant's counsel filed a document entitled "Declaration re Status of Settlement Agreement Communications that includes a couple of paragraphs addressing the motion before the Court. However, the Court finds in the form submitted the document does not amount to an "Opposition" and, furthermore, the comments regarding cows' preferences for various grasses are tantamount to gratuitous comments as the declaration contains no foundational elements to establish that counsel is qualified to render expert grazing opinions.]

I. Background Facts and Relevant Procedural History

Plaintiff owns APN parcels 048-025-034 and 050-002-120, commonly and collectively referred to as Cain Ranch (and hereinafter referred to as "the Ranch"). The Ranch was previously burdened by a 16.5 foot prescriptive easement belonging to Linkletter Properties for ingress and egress to adjacent property (with the right to erect a fence with a gate), but Plaintiff maintained a co-equal easement over a similar strip for cattle grazing and herding ("Grazing Easement.") According to Plaintiff, the dueling co-equal

easements were unburdened by judgment, merger and eventual extinguishment. Despite the loss of said easement, Defendant accessed the strip and removed a portion of the perimeter fence restraining cattle from roaming free.

Defendant owns APN 048-051-034 and is the elected road manager at Valley Hills Estates. According to Defendant. the aforementioned easement overlaps a 60-foot right of way in the referenced subdivision parcel map. Defendant filed a cross-complaint to allow for the removal of naturally occurring obstructions due to a tree falling and man-made obstruction of a gate and post within the easement.

On April 7, 2025, the parties had a settlement conference. (Declaration of Mark A. Connolly ("Connolly Decl.") ¶ 4.) Plaintiff filed a Settlement Conference Statement setting forth title history showing that the Easement was not servient to any rights Defendant may possess. (*Ibid*.) A further settlement conference was scheduled for May 12, 2025. (*Ibid.*) That conference was continued until July 21, 2025.

According to Plaintiff, he informed Defendant's counsel that Defendant could not mow the easement on both April 15, 2025 and April 17, 2025. (Connolly Decl. ¶ 5.) Defendant's counsel indicated that grass in certain areas of the work project would be affected but that "No one has suggested or even thought about doing anything to the grass in the rest of the grazing easement." (*Id.*, Ex. A p. 12.) Thereafter, the Defendant allegedly mowed the grass on the Easement, thereby destroying the opportunity for grazing. (*Id*. ¶ 17.)

Plaintiff asserts that he is shortly going to have cattle on the Cain Ranch and Easement, and cannot risk the Defendant damaging fences, leaving gates open, wandering the easement with cattle or further destroying the grazing by mowing. (Connolly Decl. ¶ 19.)

II. Legal Standard and Discussion

When determining whether to issue a preliminary injunction, the court considers two interrelated questions: (1) the likelihood that the plaintiff will prevail on the merits, and (2) the relative balance of harms that is likely to result from the granting or denial of interim injunctive relief. (*White v. Davis* (2003) 30 Cal.4th 528, 554; *see also Robbins v. Sup. Ct*. (1985) 38 Cal.3d 199, 206; Code Civ. Proc., § 526.)

A. Likelihood of Prevailing on the Merits

Plaintiff's complaint brings causes of action for declaratory relief, private nuisance, and quiet title. At the heart of each of these causes of action is Plaintiff's contention that the Defendants have no easement rights and should not be accessing any portion of the Cain Ranch.

In previous rulings, the Court has already determined that Defendant has a valid easement for ingress and egress and has authorized Defendant to make repairs related to that easement. Thus, Plaintiff is unlikely to prevail on the causes of action where the underlying contention in the Complaint that Defendant has no easement rights. This is not to say that Plaintiff may not *ultimately* prevail on his claims, only that at this point the Court cannot determine that he is more likely to prevail on his claims than Defendant.

However, Plaintiff is likely to prevail on the underlying fact that the Cain Easement allows for grazing of his cattle and that Defendant cannot unreasonably interfere with the land.

B. Balance of Harm to the Parties

The Court must next look at the relative balance of harms that is likely to result from the granting or denial of interim injunctive relief. (*White v. Davis* (2003) 30 Cal.4th 528, 554.) "[T]he more likely it is that [applicant] will ultimately prevail, the less severe must be the harm that they allege will occur if the injunction does not issue." (*King v. Meese* (1987) 43 Cal. 3rd 1217, 1227.) The general purpose of a preliminary injunction is often to preserve the status quo. (*Harbor Chevrolet Corp. v. Machinists Local Union 1484* (1959) 173 Cal.App.2d 380, 384.)

Plaintiff's motion seeks a return to the status quo whereby the Cain Easement is not mowed but is instead left undisturbed so that Plaintiff may let his cattle graze thereon. Plaintiff argues that he needs an injunction to ensure that Defendant does not continue to mow the grass, or erect or destroy fencing which could endanger the safety of the cattle.

Defendant has not brought an opposition nor provided any evidence that it will be harmed by being prevented from mowing the Cain Easement (taking into account the Court's comments as to defense counsel's filed Declaration).

III. Conclusion

Plaintiff's motion for preliminary injunction is **GRANTED**. Defendant is enjoined from mowing the grass on the Cain Easement. Defendant is further enjoined from taking any steps that would unreasonably interfere with the Plaintiff's ability to use the easement for cattle grazing.

The clerk shall provide notice of this ruling to the parties forthwith. Plaintiff to prepare a formal Order in conformity with the Ruling and complying with Rule of Court 3.1312.

BLANCO v NEW MELONES LAKE MARINA, LLC, et al

23CV46842

DEFENDANTS BRADEN'S MOTION FOR GOOD FAITH SETTLEMENT

This case involves personal injury incurred during a boating incident. Now before the Court is a motion for good faith settlement brought by Defendants/Cross-Complainants Richard and Jamie Braden. The motion is opposed by Defendant New Melones Lake Marina ("Marina"), primarily on the grounds that the proposed settlement does not reflect the Bradens' proportionate liability nor Marina's claims for contractual indemnity.

The Motion does 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.

However, in the interests of justice and judicial economy, the Court will forego this shortcoming in this one instance as a substantive ruling will allow the Mandatory Settlement Conference to proceed as scheduled for July 14, 2025. All parties are cautioned that any future motion filings that do not contain the mandated language will be denied.

I. Facts and Settlement History

A. The Complaint

In July 2021, 15-year old Brett Blanco ("Brett")[1] and his family were vacationing for several days in Arnold, California. On July 10, 2021, Brett and his family went to spend the day with other families at New Melones Lake. On that date, Richard Braden ("Richard") rented several watercrafts from New Melones Lake Marina LLC (hereinafter "New Melones Marina"), including a houseboat, a speed boat, and a jet ski. The houseboat was intended to be the primary vessel for the large group comprised of roughly 7 adult couples and 17 children. It was two stories and included a water slide off the port-side stern.

Prior to checking the boats out, a New Melones Marina employee gave several members of the group, including Brett's father Brandon Blanco ("Brandon") a limited safety checkout. This primarily included information about safety and rescue devices and rules of basic boating safety. The houseboat was lacking a functioning horn.

Brandon, an experienced boater, operated the houseboat during the morning without incident. In the early afternoon, Brandon and several other adults from the group left the houseboat to go on a speedboat owned by another individual. Brett remained on the houseboat. Alter Brandon left, Richard took over operating the houseboat. It is undisputed that Richard consumed alcohol, though the exact amount is unclear.

[1] Due to common surnames among various people involved, the Court uses first names. No disrespect is intended.

At 2:25 p.m., the houseboat was drifting near a cove while Brett and the other children were playing near the waterslide. There was loud music playing from multiple speakers on the houseboat. As Brett was heading down the slide, Richard suddenly turned the engine on and reversed the houseboat. Allegedly, neither Brett nor any others on the upper deck of the houseboat heard warnings that the engine would be turned on or that the houseboat would be placed in reverse. As Brett went down the slide, he heard the engine start and then felt himself “sucked down" towards the back of the houseboat. While beneath the houseboat, both of his feet were struck by the large propeller. Brett suffered severe injuries to both his feet and was transported back to the Marina by another boat.

At some point, Brett’s parents learned of the accident and met Brett at the Marina. Brett was transported by air ambulance to Memorial Medical Center in Modesto and then transferred to UC Davis Medical Center. He suffered significant injuries and damages.

Thereafter, Plaintiff filed his complaint for damages against Marina and Richard.

B. Cross-Complaint

Marina filed a cross-complaint against Richard and Jamie Braden for: 1) contractual indemnification, 2) equitable indemnification, 3) contribution, and 4) declaratory relief.

According to the cross-complaint, in order to rent the houseboat, the Bradens signed a rental contract (“Contract”) which included an express indemnity clause. (Cross-Complaint, Ex. A.) The Contract specifies that it is between the Marina and the “Charter Party.” The Contract was signed by Jamie Braden as the “Charter Party” and Jamie’s initials appear next to the various paragraphs in the Contract. Richard’s signature is on the Contract as an “Additional Captain.” (*Id*.) Richard’s initials do not appear next to any of the specific contractual provisions.

The cross-complaint also alleges a cause of action for equitable contribution on the grounds that the Bradens were themselves negligent and caused the accident.

C. Settlement History

In December of 2024, the case was settled as between Plaintiff and the Bradens. A mutual release was signed by Plaintiff and the Bradens on or about January 8, 2025. (Bradens’ MPA, Ex. A) (“Settlement.”) Pursuant to that Settlement, the Bradens agreed

to pay $80,000 to Plaintiff in exchange for dismissal of the Bradens as Defendants, and the dismissal of their cross-complaint against Marina and Brandon.

The Settlement was contingent upon the granting of the instant motion. However, because Defendant Marina requested that the parties engage in a global mediation, the Court's settlement conference was postponed until February 2025. On March 11, 2025, the parties held a global mediation with Chris Lavdiotis. Plaintiff and Marina did not reach an agreement.

The Bradens now bring a motion for good faith settlement. They assert that after the March 2025 global settlement failed to bring a resolution to the entire matter, the Plaintiffs have not pursued their case any further. They argue that the Settlement terms are reasonable and that they should be released from any further obligations in this matter.

Marina opposes the motion for good faith settlement. Marina argues that Braden was criminally charged for his conduct in the accident and is contractually and equitably obligated to indemnify Marina.

II. **Legal Standard**

Code of Civil Procedure section 877 provides, in relevant part:

Where a release, dismissal with or without prejudice, or a covenant not to sue or not to enforce judgment is given in good faith before verdict or judgment to one or more of a number of tortfeasors claimed to be liable for the same tort, or to one or more other co-obligors mutually subject to contribution rights, it shall have the following effect:

(a) It shall not discharge any other such party from liability unless its terms so provide, but it shall reduce the claims against the others in the amount stipulated by the release, the dismissal or the covenant, or in the amount of the consideration paid for it, whichever is the greater.

(b) It shall discharge the party to whom it is given from all liability for any contribution to any other parties.

Code of Civil Procedure section 877.6 provides that any party where two or more parties are joint tortfeasors is entitled to a hearing on any settlement entered into with any other tortfeasor (subd. (a)(1)) or any joint tortfeasor may provide notice of settlement and an application for the Court to find a good faith settlement (subd. (a)(2).) Pursuant to subdivision (c), a "determination by the court that the settlement was made in good faith shall bar any other joint tortfeasor or co-obligor from any further claims against the settling tortfeasor or co-obligor for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault. When determining whether the settlement was made in good faith, the Court may review affidavits and counter affidavits, as well as any other evidence that the court, in its discretion, decides to hear. (Code Civ. Proc. § 877.6(b.)

The determination of whether a settlement has been reached in "good faith" requires that "the amount of the settlement is within the reasonable range of the settling tortfeasor's proportional share of comparative liability for the plaintiff's injuries," taking into account the facts and circumstances of the particular case at the time of settlement. (*Tech-Bilt,* supra, 38 Cal.3d at p. 499.) In determining whether the settlement is within a "reasonable range," the Court must consider various factors such as: 1) a rough approximation of plaintiff's total recovery and the settlor's proportionate liability; 2) the amount paid in settlement; 3) the allocation of settlement proceeds among plaintiffs; 4) a recognition that a settlor should pay less in settlement than he would if he were found liable after a trial; 5) the settlor's financial condition and insurance policy limits; and 6) evidence of collusion, fraud, or tortious conduct between the settlor and the plaintiffs aimed at making the nonsettling parties pay more than their fair share. (*Tech-Bilt, supra*, 38 Cal.3d at p. 499.) Another key factor is the settling tortfeasor's potential liability for indemnity to joint tortfeasors. (*Far West Financial Corp. v. D & S Co*. (1988) 46 Cal.3d 796, 816.)

The party asserting a lack of good faith has the burden of proof on that issue. (Code Civ. Proc. § 877.6, subd (d).) In doing so, the objecting party must demonstrate that the "settlement is so far 'out of the ballpark' in relation to these factors as to be inconsistent with the equitable objectives of the statute." (*TechBilt, supra*, 38 Cal.3d at pp. 499-500.) However, where the "good faith" is contested, the settling party must make a sufficient showing of the *Tech-Bilt* factors. (*City of Grand Terrace v. Superior Court* (1987) 192 Cal.App.3d 1251, 1261.)

III. **Discussion**

The Settlement Agreement itself, though referenced as Exhibit A to the Bradens' Memorandum of Points and Authorities, was not provided to the Court. From what has been presented in the papers, the Settlement Agreement provides for the Bradens to pay Plaintiff $80,000 in exchange for a mutual release. (MPA p. 5.) The Bradens contend that the settlement with Plaintiff meets the non-exhaustive criteria set forth in *TechBilt.*

Marina opposes the motion, primarily on the grounds that the proposed settlement does not reflect possible recovery nor accurately consider the Bradens' proportionate liability, and does not fairly asses the Bradens' indemnification liability. Marina also asserts that the Bradens may have access to insurance coverage, or additional financial resources, about which they have been less than forthcoming.

Recovery and Proportionate Liability

The Bradens provided little information as to the value of Plaintiff's claim aside from asserting that Brett had roughly $350,000 in medical damages alone. No other information about Brett's damages or requested relief is given. Marina provided additional information, at least as to Plaintiff's valuation of his claim, noting that Plaintiff is seeking nearly $4 million in damages. (Declaration of Marker E. Lovell ("Lovell Decl.) ¶ 8, Ex. 6.) If the Plaintiff's claim is worth $4 million, then $80,000 would be 2% of the total value of the claim. On reply, the Bradens assert that Plaintiff's 998 demanded $774,999.99.

The Bradens argue, essentially, that neither Richard nor Jamie are liable for Plaintiff's injuries. They assert, that Brett would not be able to recover from them because he assumed the risk by engaging in a watersport. They do not provide an acknowledgement or assessment of Richard's role in placing the boat in reverse while children were on the slide, nor the impact of an alcoholic beverages Richard may have consumed. There is further no assessment of the liability Marina might have if Plaintiff's contentions – i.e., that the boat was unsafe, that there was a gross lack of safety considerations – are believed by a factfinder.[2] With the information before it, the Court cannot reasonably conclude that the settlement amount, which again is about 2% of the

[2]Impermissibly, the Bradens seem to be asking the Court to rule on their previously filed Motion for Summary Judgment and have asked the Court to give judicial notice to the several hundred page document. The Court declines to do so as that motion is not before the Court.

Plaintiff's first stated claim for damages, accurately reflects the Bradens' liability.[3] Even under the broad "ballpark" directive of *Tech-Bilt*, the evidence before the Court is insufficient to find the settlement offer is within the reasonable range of the Bradens' potential exposure.

Settlor's financial condition and insurance policy limits

The Bradens assert that there is no available insurance and that all potential policies have been determined, by the insurers, to not apply. (Reply Declaration of Cory Birnberg ("Birnberg Reply Decl.") ¶ 8.) Neither Jamie nor Richard provide any information about their financial situation in their declarations, but in their MPA they state that Jamie is unemployed and Richard sells "holistic dental remedies." (MPA p. 9.) They provide no other information about their financial condition.

Marina argues that the Bradens have been less than forthcoming about their financial conditions. Marina also asserts that the Bradens have their own bad faith lawsuit against one of their insurance companies related to a denial of coverage. The Bradens do not deny that they are actively pursuing a claim for bad faith against one of their insurers. (Reply Birnberg Decl. ¶ 17.) The bad faith lawsuit may ultimately affect any analysis of the propriety of an individual settlement by the Bradens..

Collusion, fraud or tortious conduct between Bradens and Plaintiff

There is no evidence of collusion of fraud between the Bradens and Plaintiff to force Marina to pay more than its fair share of damages. However, the fact that the Bradens were actively pursuing a separate bad faith claim and did not inform Plaintiff at the settlement is concerning.

None of the *BiltTech* factors are determinative (rather more in the nature of illustrative), and in the end, the Court must use its judgment to determine whether the settlement was made in good faith and furthers the goal of equitable distribution of liability. Here, Marina has presented sufficient evidence that the settlement does not equitably apportion sufficient liability (and damages) to the Bradens. Additionally, the Court notes

[3] The Court is cognizant of the fact that settlements often are less than what a party may be liable for if the matter goes to trial and has taken that into consideration.

a finding of good faith settlement under the Code serves to bar any claims for equitable comparative contribution, or partial or comparative indemnity, but does not eliminate claims for *contractual indemnity*, so that portion of the cross-complaint would survive any such finding.

Accordingly, the Motion is **DENIED**.

The clerk shall provide notice of this ruling to the parties forthwith. Defendant Marina to prepare a further formal Order conforming to this ruling in compliance with Rule of Court 3.1312..

MARTIN v SANCHEZ, et al

24CV47669

EA FAMILY SERVICE'S DEMURRER and MOTION TO STRIKE PORTIONS OF THE COMPLAINT

Plaintiff Caleb Martin ("Plaintiff") filed his Complaint arising out of allegations of sexual child abuse against Janine Ann Sanchez ("Sanchez"), Environmental Alternatives[4], EA Family Services ("EA Services") and Does 1-50 (collectively, "Defendants"). Now before the are two motions filed by EA Services: 1) demurrer to the first cause of action for sexual abuse; and 2) a motion to strike claims for punitive damages. Both motions are addressed herein.

Counsel for EA Services avers that he attempted to meet and confer regarding both the demurrer and motion to strike but did not receive answers from Plaintiff's counsel. (Declarations of Jihan El Saouda.)

Plaintiff has filed notice that he does not oppose the motion to strike punitive damages filed by EA Services. Accordingly, the motion to strike is GRANTED.

I. Facts

Plaintiff, while a minor of approximately 14 years of age, was placed by EA Services as a foster child into the home of Sanchez. Subsequently, Plaintiff claims that he was subjected to sexual abuse by Sanchez. Plaintiff contends that Sanchez coerced him into participating in the sexual conduct. On July 19, 2016, Sanchez was arrested for various felonies related to these allegations. Plaintiff asserts that the alleged abuse resulted in mental, physical, and emotional pain and suffering.

Plaintiff has brought the instant action against moving Defendant EA Services for the single cause of action of child sexual abuse.

II. Legal Standard

[4] Defendants assert that EA Family Services was erroneously also sued as Environmental Alternatives.

"A demurrer tests the sufficiency of a complaint and admits all facts properly pleaded." (*Setliff v. E.I.Du Pont de Nemours & Co.* (1995) 32 Cal. App. 4th 1525, 1533.) The court assumes the truth of the allegations asserted but does not assume the truth of "contentions, deductions, or conclusions of law." (*California Logistics, Inc. v. State of California* (2008) 161 Cal. App. 4th 242, 247.) The court can further look at those facts that "reasonably can be inferred from those expressly pleaded, and matters of which judicial notice has been taken." (*Fremont Indemnity Co.,* 148 Cal. App. 4th 100, 111.) In considering the demurrer, the court must accept the allegations set forth in the complaint as true. (*Serrano v. Priest* (1971) 5 Cal.3d 584, 591.)

III. Discussion

Plaintiff brings a claim for child sexual abuse which is alleged to have happened within the year preceding July of 2016, when he was about 14 years of age.

Civil causes of action for sexual abuse are allowable and have no statute of limitations as set forth in Code of Civil Procedure section 340.1. (*Angie M. v. Superior Court* (1995) 37 Cal.App.4th 1217, 1225.) Section 340.1 applies to conduct that would be criminally prosecutable under various sections of the Penal Code, including those alleged by Plaintiff. (Complaint ¶ 8.) A civil cause of action for damages arising out of child sexual abuse can be brought against the perpetrator, and/or – as the case here – "against any person or entity who owed a duty of care to the plaintiff, if a wrongful or negligent act by that person or entity was a legal cause of the childhood sexual assault that resulted in the injury to the plaintiff." (CCP Section 340.1(a)(2).) In order to bring a cause of action against an entity under subsection (a)(2), the sexual conduct must "have arisen through an exploitation of a relationship over which the third party has some control." (*Aaronoff v. Martinez-Senftner* (2006) 136 Cal.App.4th 910, 921.) Further, to create liability on the part of the entity, Plaintiff must allege that EA Services knew, or should have known, of Sanchez's criminal nature and illicit behaviors toward children. (*Id.* at 922.)

Here, while the complaint does allege that EA Services had a duty to provide Plaintiff with a safe home, it does not allege that the Sanchez conduct was anything over which EA Services had control. Nor are there any allegations related to how or if EA Services had any knowledge - or why they should have had knowledge – of Sanchez's illegal conduct.

The Court agrees with the Plaintiff that the specifics of the misconduct are unnecessary and need not be recited in detail in the Complaint. However, the Complaint does need to set forth sufficient facts giving rise to the cause of action against EA Services.

IV. Conclusion

The demurrer as to the first cause of action against EA Services is **SUSTAINED**, with 20 (twenty) days leave to amend. The unopposed motion to strike the punitive damages claims as they relate to EA Services is **GRANTED**.

The clerk shall provide notice of this ruling to the parties forthwith. Defendant EA Services to prepare a formal Order in conformity with the Ruling and complying with Rule of Court 3.1312.

TAYLOR, et al v RITCHIE

25CV47902

PLAINTIFFS' MOTION TO STRIKE DEFENDANT'S ANSWER

This case involves a property dispute between Plaintiffs Kelly and Matthew Taylor ("Plaintiffs") and Lavina Richie ("Defendant.") Now before the Court is Plaintiff's Motion to Strike Answer which was filed on May 12, 2025.

Plaintiff moves to strike the Answer because Defendant filed an unverified Answer. However, on June 13, 2025, Defendant filed an Amended Answer that is verified.

Accordingly, Plaintiff's motion is **DENIED** as moot.

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

GREENROOT v WEBSTER

25CV48032

PLAINTIFF'S MOTION FOR LEAVE TO FILE A SECOND AMENDED COMPLAINT

This case involves a contract dispute concerning real property brought by Lorna Greenroot ("Plaintiff") against Pennelope Webster ("Webster.") Now before the Court is Plaintiff's motion for leave to file a second amended complaint.

The Motion does 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.

Additionally, the motion is substantively moot because Plaintiff has filed a new motion seeking leave to file a third [SIC] amended complaint.

Accordingly, the motion is **DENIED** for failure to include the mandatory notice language and its mootness as it was superseded by plaintiff's subsequent motion filing.

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