Tentative Rulings for June 22, 2026
Department 5

To request oral argument, you must notify Judicial Secretary Crystal Marias at (760) 904-5722 and inform all other counsel no later than 4:30 p.m.

This court follows California Rules of Court, Rule 3.1308 (a) (1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law & motion matter are posted on the Internet by 3:00 p.m. on the court day immediately before the hearing at Riverside Superior Court-Tentative Rulings.. If you do not have Internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, no later than 4:30 p.m. on the court day before the hearing you must (1) notify the judicial secretary for Department 5 at (760) 904-5722 and (2) inform all other parties of the request and of their need to appear remotely, as stated below. If no request for oral argument is made by 4:30 p.m., the tentative ruling **will become the final ruling** on the matter effective the date of the hearing. **UNLESS OTHERWISE NOTED, THE PREVAILING PARTY IS TO GIVE NOTICE OF THE RULING.**

For information and instructions on remote appearances via **ZOOM**, visit the court's website at Riverside Superior Court-Remote Appearances

You may also make a Telephonic Appearance: On the day of the hearing, call into one of the below listed phone numbers, and input the meeting number (followed by #):

- Call-in Numbers: 1-833-568-8864 (Toll Free), 1-669-254-5252, 1-669-216-1590, 1-551-285-1373 or 1-646-828-7666
- Meeting Number: 161 782 8254

Please **MUTE** your phone until your case is called and it is your turn to speak. It is important to note that you must call fifteen (15) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.

Riverside Superior Court provides official court reporters for hearings on law and motion matters only for litigants who have been granted fee waivers and only upon their timely request. (See General Administrative Order No. 2021-19-1) Other parties desiring a record of the hearing must retain a reporter pro tempore.

1.

CASE #	CASE NAME	HEARING NAME
CVPS2402431	RADOFF VS LOPEZ	PLAINTIFFS' MOTION TO COMPEL PMQ DEPOSITION OF DEFENDANT COUNTY AND RESPONSIVE DOCUMENTS

Tentative Ruling:

The Court regrets that it does not have a tentative ruling on the motion. Counsel shall appear (in person or remotely, as they prefer) and be prepared for argument.

2.

CASE #	CASE NAME	HEARING NAME
CVRI2404900	DAVIS VS BARNES	MOTION TO COMPEL

Tentative Ruling:

The plaintiff's unopposed motion to compel responses to form interrogatories is granted. No later than July 17, 2026, the defendant shall serve complete answers without objection to the first set of form interrogatories.

Sanctions are imposed on defendant Eric Barnes in the sum of $1,360, payable to plaintiff's counsel forthwith.

Plaintiff's counsel and defense counsel shall appear on July 24, 2026, at 11:00 A.M. in Department 5 and show cause, if any, why sanctions of up to $1,500 should not be imposed on both of them for the failure to comply with the Court's order of 5-18-26 to meet and confer.

Analysis:

The hearing on the plaintiff's motion to compel was continued from 5-18-26 to 6-22-2026. At the same time, the parties were ordered to meet and confer "in person, by telephone, or via visual conferencing" in an effort to resolve their discovery dispute. The plaintiff's counsel was ordered to file a declaration "addressing the parties' efforts to meet and confer."

According to plaintiff's counsel's declaration, no such conference ever occurred. No one ever picked up a phone. Defense counsel indicated by email that he could meet most afternoons, and plaintiff's counsel suggested by email that they meet that afternoon. Defense counsel never responded, and plaintiff's counsel did not inquire further.

3.

CASE #	CASE NAME	HEARING NAME
CVRI2406332	OWENS VS BOMBARDIER RECREATIONAL PRODUCTS INC.	MOTION TO SET ASIDE DISMISSAL

Tentative Ruling:

The plaintiff's motion for relief from dismissal is granted. The dismissal filed 3-2-26 is vacated.

All parties and their attorneys of record are ordered to appear on 8-24-26 at 8:30 A.M. in Department 5 to show cause, if any, why the action should not be dismissed pursuant to the 2025 settlement.

If the case has not been voluntarily dismissed prior to that date, then plaintiff's counsel shall file both a declaration in response to the OSC and a motion for determination of attorney's fees not later than 8-17-26.

4.

CASE #	CASE NAME	HEARING NAME
CVRI2502987	WHITELEY VS HARLEY-DAVIDSON MOTOR COMPANY, INC.	MOTION TO COMPEL MOTION TO (1) COMPEL PLAINTIFF'S DEPOSITION AND (2) STAY OTHER DEPOSITIONS PENDING COMPLETION OF PLAINTIFF'S DEPOSITION

Tentative Ruling:

The defendants' request for judicial notice is denied.

The supplemental declaration of Smock, filed with the defendants' reply, is not considered.

The defendants' motion to compel is granted in part and denied in part. Specifically, their request for an order requiring Plaintiff to appear for her deposition within two weeks of the Court's Order is denied.

The defendants' request for an order staying all other depositions in this action pending the completion of Plaintiff's deposition is denied.

The defendants' request for an order awarding Defendants their reasonable costs of $2,910.50 to bring this motion is granted.

The plaintiff’s request for sanctions is denied.

Analysis:

The request for judicial notice concerns an order in a different action between different parties in which various lawyers from the law firm representing the plaintiff were found to have violated that court’s orders. It is irrelevant to the issues presented by this motion. The request is denied on that basis.

Evidence submitted with a reply is untimely and generally is not considered.

The request to compel the plaintiff to appear for her deposition is moot, because she appeared while the motion was pending.

The request for a stay of all other depositions until the plaintiff’s deposition is completed is overbroad, because not all defendants have joined in the motion. More importantly, “the methods of discovery may be used in any sequence, and the fact that a party is conducting discovery, whether by deposition or another method, shall not operate to delay the discovery of any other party.” (C.C.P., § 2019.020(a).) While the Court may establish a sequence for good cause, the defendants have not established good cause for staying all depositions of all other witnesses.

Although the plaintiff has now appeared for the first day of her deposition, it appears that the deposition would not have occurred had the motion not been filed. The sum of $2,910.50 is reasonable. A deponent who refuses to respond to multiple requests for available dates for her deposition and refuses to appear on the date on which the deposition is ultimately noticed is not acting with substantial justification.

5.

CASE #	CASE NAME	HEARING NAME
CVRI2504557	JONES VS JONES	MOTION TO COMPEL

Tentative Ruling:

The defendant’s motion to compel the plaintiff’s responses to the defendant’s request for production of documents, set one, is off calendar.

Analysis:

At the hearing on the motion on 5-26-2026, the Court continued the hearing to 6-22-26 and ordered the parties “to meet and confer, either in person, by telephone, or by video conference, within ten (10) days, regarding any issues remaining in dispute following Plaintiff’s post-filing supplemental production, and to address the concerns identified in this order. No later than ten (10) days before the continued hearing date, the parties

shall file a joint statement identifying any issues remaining in dispute and requiring Court resolution. If all issues are resolved, the parties shall jointly notify the Court and the hearing shall be taken off calendar. Failure to do these may result in an order to show cause re: sanctions not to exceed $1,500."

It does not appear that any such joint statement has been filed. Therefore, the Court cannot tell whether there is any remaining dispute to be resolved. In the absence of a definite dispute, the motion shall be taken off calendar.

6.

CASE #	CASE NAME	HEARING NAME
CVRI2506657	DIEJOMAOH VS VOLKSWAGEN GROUP OF AMERICA, INC.	DEMURRER ON 1ST AMENDED COMPLAINT

Tentative Ruling:

The dealer's demurrer to the 4th cause of action for negligent repair is sustained with 21 days' leave to amend.

Analysis:

In general, there is no recovery in tort for negligently inflicted financial harm unaccompanied by physical or property damage. (*Sheen v. Wells Fargo Bank, N.A*. (2022) 12 Cal. 5th 905, 922.) "Not all tort claims for monetary losses between contractual parties are barred by the economic loss rule. But such claims are barred when they arise from — or are not independent of — the parties' underlying contracts." (*Id*., p. 923.) Here, Plaintiff fails to demonstrate that Defendant breached any duty independent of its contractual obligation to perform warranty repairs. The alleged negligence is a failure to perform the repair competently, that is, a duty that flows directly from the service contract under the warranty. Plaintiff's claim that Defendant performed this duty negligently is a claim for contract breach, not a separate tort.

As the plaintiff notes, the Supreme Court in *Sheen* acknowledged that it has "allowed for tort recovery in some cases involving insurance policies and contracts for professional services." (*Sheen*, p. 929; and see p. 933.) The *Neel* case on which the Supreme Court relies identifies doctors, lawyers, accountants, and stockbrokers as examples of those rendering professional services. (*Neel v. Magana, Olney, Levy, Cathcart & Gelfand* (1971) 6 Cal.3d 176, 188.) From those examples, it does not appear that the Supreme Court's use of "professional services" extends to automobile repair.

7.

CASE #	CASE NAME	HEARING NAME
CVRI2601240	AMERICAN WEST RESTORATION, INC. VS JOHNSON	DEMURRER ON COMPLAINT

Tentative Ruling:

The demurrer of California Automobile Insurance Company ("Mercury") to the second and eighth causes of action of the complaint is sustained with 21 days' leave to amend.

Mercury's request for judicial notice is denied.

The Court does not consider the three exhibits on which Mercury's demurrer relies. All factual representations supported by citations to those documents rather than to allegations of the complaint are disregarded, as are all factual representations in the demurrer that are not supported by any citations at all.

Analysis:

Preliminarily, the Court notes that Mercury utterly failed to comply with Code of Civil Procedure section 430.41, subdivision (a), which requires that before filing a demurrer, a party must meet and confer with the opposing side "in person, by telephone, or by video conference." Sending an email without bothering to follow up with a telephone conference or other real-time meeting is not sufficient. Nevertheless, the Court chooses to decide it now rather than to continue it or to take it off calendar.

Mercury appears to not understand that a demurrer to a pleading is limited to the allegations of the pleading and to matters of which judicial notice may be taken. Mercury asks the Court to take judicial notice of a Fire Investigation Report pursuant to Evidence Code section 451(a), section 452(h), and section 453. None apply. Section 451 deals with decisional, constitutional, and statutory law of California and the United States. That obviously is inapplicable to the subject report. Section 453 merely provides that matters under section 452 must be judicially noticed upon request.
Section 452(h) deals with facts or propositions that are not reasonably subject to dispute. Mercury does not identify the fact or proposition to which it is referring. Even if the Court were able to take judicial notice of the existence of the report, it would not be proper to take judicial notice of the truth of its contents. (*Herrera v. Deutsche Bank National Trust Co.* (2011) 196 Cal.App.4th 1366, 1375.)

Mercury also relies upon two other documents, neither of which are within the four corners of the complaint, and neither of which Mercury claims to be subject to judicial notice. Mercury does not explain how either of those documents is properly considered in the context of a demurrer.

Turning to the merits, in substance Mercury is arguing that the complaint fails to sufficiently allege the existence of a contract between the plaintiff and Mercury. The Court agrees that it does not. While it alleges the existence of a contract between plaintiff and the homeowners (para. 18) and alleges that Mercury was notified of some of the terms of that contract (para. 19), it is silent regarding the terms of any contract that may have been entered into between plaintiff and Mercury. The invocation of the conclusion that the notice to Mercury resulted in "contractual privity" between Mercury and the plaintiff is not sufficient. Even if it were, no explanation is offered of the legal effect of such alleged privity. Leave to amend is granted to give the plaintiff the opportunity to cure this defect.