

Tentative Rulings for June 25, 2024 Department 10

**To request oral argument, you must notify Judicial Secretary
Vanessa Siojo 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 <https://www.riverside.courts.ca.gov/OnlineServices/TentativeRulings/tentative-rulings.php>. 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 10 at (760) 904-5722 and (2) inform all other parties of the request and of their need to appear telephonically, 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.**

COUNSEL AND SELF-REPRESENTED PARTIES ARE ENCOURAGED TO APPEAR AT ANY LAW AND MOTION DEPARTMENT TELEPHONICALLY WHEN REQUESTING ORAL ARGUMENTS.

TELEPHONIC APPEARANCES: 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: **161 888 5460**

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.

For additional information and instructions on telephonic appearances, visit the court's website at <https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php>

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.

CVRI2104550	PALMA VS ALI	MOTION TO COMPEL FURTHER RESPONSES TO REQUESTS FOR ADMISSION, SET ONE, TO PLAINTIFF LUIS PALMA; REQUEST FOR SANCTIONS BY AMIR ALI, ASIF ALI
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Tentative Ruling: Motion is off calendar.

2.

CVRI2104550	PALMA VS ALI	MOTION TO COMPEL FURTHER RESPONSES TO REQUESTS FOR ADMISSION, SET ONE, TO PLAINTIFF LUIS FELIPE PALMA ESPINOZA
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Tentative Ruling: Motion is off calendar.

3.

CVRI2104550	PALMA VS ALI	MOTION TO COMPEL FURTHER RESPONSES TO REQUESTS FOR ADMISSION, SET ONE, TO PLAINTIFF MARIA REYNA ROSARIO CEBALLO
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Tentative Ruling: Motion is off calendar.

4.

CVRI2400018	UKRAINIAN BAR ASSOCIATION FOR FOREIGN AFFAIRS VS VOLODYMYROVYCH	DEMURRER ON COMPLAINT FOR BREACH OF CONTRACT/WARRANTY (OVER \$35,000) OF UKRAINIAN BAR ASSOCIATION FOR FOREIGN AFFAIRS BY RODNEY GOULD
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Tentative Ruling: GRANT request for judicial notice. SUSTAIN the demurrer with 20 days' leave to amend.

Collateral Estoppel

Defendant produced the minute orders in the Probate Action, in which the probate court denied Plaintiff's petition to enforce claim pursuant to fee agreement because "probate code section 11604.5 expressly excludes heir hunters from using this statute." (RJN, Ex. A.) Defendant failed to produce any evidence that the probate court determined whether the Agreements are valid and enforceable, or that the court adjudicated any claims for breach of contract or tortious inference of contract. The probate court merely determined Plaintiff could not seek fees under Probate Code § 11604.5. This code provision is not at issue in this action. Further, Defendant has not established he was a party or in privity with a party in the probate action. Collateral estoppel does not apply. The question becomes whether Plaintiff adequately pleads each cause of action against Defendant Gould.

Third Cause of Action:

Plaintiff alleges that the Agreements between Plaintiff and Heirs are valid enforceable contracts, Gould had knowledge of the Agreements, Gould "intentionally engaged in a pattern of acts designed to induce [Heirs] to breach or disrupt their contractual relationships with Plaintiff," a result of which Heirs "actually breached their contractual relationships with the Plaintiff" and

caused Plaintiff damages. (Complaint, ¶¶ 39-43.) These facts are conclusory and do not identify the wrongful conduct of Gould, i.e., what he did to disrupt the contractual relationship. While the rules of pleading only require that “ultimate facts” be alleged, the distinction between “ultimate facts” and “conclusions” depends on whether the pleading gives adequate notice of the claims. (*Estate of Lind* (1989) 209 Cal.App.3d 1424, 1434.) Other than conclusions of fact and law, the only factual allegation in the pleading is that Gould is a California licensed attorney in Sherman Oaks. (Complaint, ¶ 23.) These facts are insufficient and do not give adequate notice of the claims. Sustain

Fourth Cause of Action:

This claim is no different than the 3rd cause of action – both claims are based on the alleged tortious interference with the Agreements and are based on the same conclusory and insufficient allegations. (Complaint, ¶¶ 45-47; See Opposition, p. 5.) Sustain

Fifth Cause of Action:

There are no facts alleged for the alleged violation of Bus. & Prof. Code § 17200 et. seq. Rather, Plaintiff merely incorporates by reference all of the other allegations, without explaining the basis for this claim nor pleading the elements of the claim. (See Complaint, ¶ 48.) Sustain.

5.

CVRI2400018	UKRAINIAN BAR ASSOCIATION FOR FOREIGN AFFAIRS VS VOLODYMYROVYCH	MOTION TO STRIKE COMPLAINT ON COMPLAINT FOR BREACH OF CONTRACT/WARRANTY (OVER \$35,000) OF UKRAINIAN BAR ASSOCIATION FOR FOREIGN AFFAIRS BY RODNEY GOULD
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Tentative Ruling: Given the ruling above this motion is moot.