

## Tentative Rulings for July 13, 2026 Department 10

**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 10 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: **161 888 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.

**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
CVRI2506601	JONES VS YRUNGARAY	MOTION TO COMPEL FURTHER RESPONSES TO SPECIAL INTERROGATORIES, SET ONE BY BENJAMIN YRUNGARAY

**Tentative Ruling:** The Court finds that the meet and confer requirement was not met; specifically, the evidence indicates counsel exchanged emails and other written correspondence but did not speak in person, via telephone, or by videoconference about these issues. This does not satisfy CCP §2016.040(a). The Court also finds that the motion is MOOT. The Court denies requests for sanctions.

2.

CASE #	CASE NAME	HEARING NAME
CVRI2506601	JONES VS YRUNGARAY	MOTION TO COMPEL FURTHER RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS (SET 2) AND REQUEST FOR MONETARY SANCTIONS BY BENJAMIN YRUNGARAY

**Tentative Ruling:** The Court finds that the meet and confer requirement was not met; specifically, the evidence indicates counsel exchanged emails and other written correspondence but did not speak in person, via telephone, or by videoconference about these issues. This does not satisfy CCP §2016.040(a). The Court also finds that the motion is MOOT. The Court denies requests for sanctions.

3.

CASE #	CASE NAME	HEARING NAME
CVRI2506601	JONES VS YRUNGARAY	DEMURRER ON 1ST AMENDED CROSS-COMPLAINT OF BENJAMIN YRUNGARAY BY BRIAN HOPKINS, JSAMJ, INC., JARED JONES

**Tentative Ruling:** The Court OVERRULES the demurrer as to the first, tenth, eleventh, and thirteenth causes of action. The Court SUSTAINS the demurrer as to JSAMJ for the fifth through ninth, and twelfth causes of action with leave to amend.

### **Quiet Title (1st COA)**

There are multiple properties at issue in the FACC. The first cause of action concerns real property located at 7603 Dufferin Avenue, Riverside, California (“Upper Dufferin”). The FACC alleges in June 2021, Jones, by and through his entity JSAMJ, Inc., purchased the property from its former owners. (FACC ¶12.) Jones/JSAMJ, Inc. agreed to assume the existing first trust deed. Then, Jones, Hopkins, and Yrungaray

entered into an oral partnership agreement whereby the parties would jointly own the Upper Dufferin property, with Jones/Hopkins owning 50% and Yrungaray owning 50%. (¶13.) Yrungaray alleges Jones/Hopkins paid \$150,000 to the previous owners for the buyout in their equity while Yrungaray contributed \$150,000 in renovations. (FACC ¶¶15-16.) Pursuant to the oral partnership, the FACC alleges Jones created a grant deed transferring the property from the previous owners to Yrungaray, Hopkins, and Jones. (¶17.) The FACC alleges that while “title on the deed was prepared in the name of a trust, the Parties agreed and understood that the beneficial interest under the trust would remain the same as their original agreement with Jones/Hopkins owning 50% and Yrungaray owning 50% of Upper Dufferin.” (¶20.) The parties agreed to collect all rents in a joint Chase Bank account. (¶21.) However, Yrungaray alleges he was never granted access to the account. (¶22.) The FACC alleges Jones never recorded the signed 2021 Grant Deed. (¶24.) In April 2025, Jones demanded Yrungaray relinquish his ownership in Upper Dufferin for no consideration. (¶25.) Yrungaray alleges cross-defendants are attempting to obtain a new deed to Upper Dufferin that does not reflect Yrungaray’s name or ownership interest. (¶26.)

A quiet title action seeks to establish an interest in real property as between adverse claimants. (*Deutsche Bank National Trust v. McGurk* (2012) 206 Cal. App. 4th 201) The elements are: (1) the plaintiff is the owner and in possession of the land; and (2) defendant claims an interest adverse to the plaintiff. (*South Shore Land Co. v. Peterson* (1964) 226 Cal. App. 2d 725, 740-741.) A quiet title complaint must be verified and must include: (a) a description of the property; (b) the title of the plaintiff as which a determination is sought and the basis of the title; (c) the adverse claims to the title of plaintiff against which a determination is sought; (d) the date as of which the determination is sought; and (e) a prayer for the determination of the title of the plaintiff against adverse claims. (Cal. Code Civ. Pro. §761.020.)

The demurrer argues this cause of action alleges contradictory title theories and no coherent real party in interest. Moving parties note the deed was signed to Yrungaray, Hopkins, and Jones are trustees of the BBJ Trust dated December 6, 2021 (FACC ¶¶17-20). Moving parties argue this allegation contradicts the allegation that Yrungaray is a 50 percent owner in fee simple of Upper Dufferin. (FACC ¶53.) Moving parties argue these allegations do not explain whether Cross-Complainant sues as an individual, a trustee, one of multiple trustees, or a beneficiary. In Opposition, Yrungaray argues the FACC explicitly addresses this issue by explaining Jones caused the deed to be prepared in trust form, but all parties agreed the beneficial interests remained split equally between Yrungaray and Jones/Hopkins. (FACC ¶¶17-20.) Yrungaray argues the FACC - read in context and read as a whole - makes clear Yrungaray is claiming quiet title based on equitable ownership.

Yrungaray is correct. The FACC is clear in its allegations: Jones prepared a grant deed granting the property to Yrungaray, Hopkins, and Jones as Trustees of the BBJ Trust and the parties “agreed and understood that the beneficial interest under the trust would remain the same as their original agreement with Jones/Hopkins owning 50% and Yrungaray owning 50% of Upper Dufferin.” (¶¶19-20.) Yrungaray alleges he has an

equitable interest in the property as an individual despite the deed Jones allegedly prepared. Yrungaray seeks to quiet title based on that equitable interest.

The Court **OVERRULES** the demurrer as to this cause of action.

### **Breach of Partnership Agreements (Fifth through Eighth COA)**

“A cause of action for breach of contract requires pleading of a contract, plaintiff’s performance or excuse for failure to perform, defendant’s breach and damage to plaintiff resulting therefrom.” (*Spinks v. Equity Residential Briarwood Apartments* (2009) 171 Cal. App. 4th 1004, 1031.)

The demurrer argues the FACC alleges breach of contract in undifferentiated terms by defendants, without identifying which defendant undertook which specific contractual obligation, which defendant failed to perform it, and which facts are directed to Jones, Hopkins, or JSAMJ. Moving parties argue the fifth through eighth causes of action are uncertain because they do not separate the alleged contractual conduct of Jones, Hopkins, and JSAMJ. In Opposition, Yrungaray discusses the allegations against Jones/Hopkins and those against JSAMJ.

The FACC alleges Jones and Hopkins were direct parties to the oral partnership agreements (¶¶13, 28-29, 36-37, 43). The FACC alleges Jones and Hopkins failed to record the Upper Dufferin deed (¶¶24, 77); did not account for expenses and profits on the properties (¶¶ 77, 84, 93, 104); failed to share the profits with Yrungaray (¶¶ 77, 84, 93, 104); and failed to repay \$257,000 and \$135,000 in construction loans on the Virginia and Granada properties at the agreed 12% per annum interest (¶¶95, 106). The FACC has alleged Jones and Hopkins entered into oral partnership agreements with Yrungaray and then breached those agreements in various ways. These allegations defeat the demurrer.

As to JSAMJ, the FACC alleges JSAMJ took title to, managed, and exercised dominion and control over the properties (¶¶75, 82, 91, 102). The FACC alleges Defendants received rents, proceeds, and profits from the properties subject to the partnership agreements but did not distribute funds to Yrungaray as agreed. (¶¶ 77, 84, 93, 104.) However, there is no allegation that JSAMJ entered into any agreement with Yrungaray. Rather, Yrungaray alleges he entered into an agreement with Jones and Hopkins regarding each property. (¶¶ 74, 81, 90, 101.) If JSAMJ was not a party to an agreement, it cannot breach the agreement.

Yrungaray contends where a third party who has knowledge of a contract accepts and retains benefits from that contract, it may be liable for breach, citing *Tri-Dam Project v. Richter* (1962) 202 Cal.App.2d 684, 690-691. However, this citation is incorrect. The “202 Cal.App.2d 684” citation is to a different case – *Huntington Beach Union High School Dist. v. Collins* (1962) 202 Cal.App.2d 677. That case is inapplicable to the instant matter as it dealt with the dismissal of a teacher. A search for a case by the name of “Tri-Dam Project v. Richter” did not yield any results. No legal authority is

provided supporting Yrungaray's argument on this point. "A cause of action for breach of contract requires pleading of a contract, plaintiff's performance or excuse for failure to perform, defendant's breach and damage to plaintiff resulting therefrom." (*Spinks v. Equity Residential Briarwood Apartments* (2009) 171 Cal. App. 4th 1004, 1031.)

Yrungaray also argues JSAMJ is also alleged to have aided and abetted Jones' and Hopkins' breach of the agreements. In support of this argument, Yrungaray cites *Asahi Kasei Pharma Corp v. Actelion Ltd.* (2013) 222 Cal.App.4th 945, 960-961 (*Asahi*). That citation is a discussion of the tort of interference with a contract. Importantly, a stranger to a contract may be liable in tort for intentionally interfering with the performance of a contract. (*Applied Equipment Corp. v. Litton Saudi Arabia Ltd.* (1994) 7 Cal.4th 503, 513-514.) The FACC does not allege JSAMJ was a stranger to the contract that intentionally interfered with its performance. *Asahi* does not discuss "aiding and abetting" liability in contract disputes.

Finally, Yrungaray argues the FACC sufficiently alleges alter ego to support liability for JSAMJ. "In California, two conditions must be met before the alter ego doctrine will be invoked. First, there must be such a unity of interest and ownership between the corporation and its equitable owner that the separate personalities of the corporation and the shareholder do not in reality exist. Second, there must be an inequitable result if the acts in question are treated as those of the corporation alone." (*Sonora Diamond Corp. v. Superior Court* (2000) 83 Cal.App.4th 523, 538.) Yrungaray argues the FACC sufficiently pleads alter ego as it alleges Jones used JSAMJ to hold title to multiple partnership properties (¶¶39, 43, 46); Jones used JSAMJ's bank account to collect rents from all properties (¶¶22-23); and JSAMJ was used as the instrumentality through which Jones conducted all joint-venture activities (¶112). These facts arguably allege unity of interest but the FACC does not allege any facts to demonstrate an inequitable result will occur if the corporation is treated as a separate entity. The alter ego allegations are insufficient to support breach of contract claims for JSAMJ.

The Court **SUSTAINS** the demurrer with thirty days' leave to amend as to JSAMJ for the fifth through eighth causes of action.

### **Breach of Fiduciary Duty (9th COA)**

The parties agree that joint venturers owe fiduciary duties to one another arising from the joint-venture relationship itself. (*Pellegrini v. Weiss* (2008) 165 Cal.App.4th 515, 524-525.) Moving parties argue the FACC alleges in a conclusory manner that JSAMJ was an entity through which Jones conducted joint-venture activities and that JSAMJ was the alter ego of Jones and a participant in the joint venture. (FACC ¶112.) However, moving parties argue the FACC still identifies the oral agreements as between Jones, Hopkins, and Yrungaray and there are no facts establishing how JSAMJ itself became a co-venturer and assumed fiduciary duties to Yrungaray. The allegations in the FACC are conclusory. The FACC simply alleges JSAMJ owed fiduciary duties to Yrungaray and was Jones' alter ego. As noted above, the allegations

in the FACC do not support an alter ego allegation. The Court **SUSTAINS** with thirty days' leave to amend.

### **Declaratory Relief (10th COA)**

Any person interested under a contract may, in cases of actual controversy relating to the legal rights and duties of the respective parties, bring an action for declaration of their rights and duties including any question of construction or validity arising under the contract. (Cal. Code Civ. Proc. §1060.) "A complaint for declaratory relief is legally sufficient if it sets forth facts showing the existence of an actual controversy relating to the legal rights and duties of the parties under a written instrument or with respect to property and requests that the rights and duties of the parties be adjudged by the court." (*Wellenkamp v. Bank of America* (1978) 21 Cal.3d 943, 947.) Declaratory relief operates prospectively, serving to set controversies at rest...where there is an accrued cause of action for an actual breach of contract or other wrongful act, declaratory relief may be denied. (*Osseous Technologies of America v. Discovery Ortho Partners* (2010) 191 Cal. App. 4th 357, 366)

Moving parties argue this claim is unnecessary and duplicative because it "merely repackages the same ownership percentages, profit rights, and alleged duties already presented elsewhere in the pleading." (Mot. p.8:1-2.) Yrungaray argues this claim serves an independent purpose of declaring the ownership interests in the four properties, the parties' respective rights to future income, and the legal effect of various deeds and trust arrangements that affect forward-looking controversies. The FACC asks the court to declare Yrungaray's interest in profits and the correct amount of title ownership between the parties. This is not the same relief requested by the breach of contract claims or the quiet title claims. The Court **OVERRULES** the demurrer as to the tenth cause of action; declaratory relief.

### **Unjust Enrichment (11th COA)**

Moving parties argue this cause of action is barred by the pleadings' own allegations of express agreements. "[A] quasi-contract action for unjust enrichment does not lie where...express binding agreements exist and define the parties' rights." (*California Medical Ass'n, Inc. v. Aetna U.S. Healthcare of California Inc.* (2001) 94 Cal.App.4th 151, 172.) Yrungaray argues, however, he is entitled to plead inconsistent factual allegations at this stage in the litigation. (*Mendoza v. Rast Produce Co., Inc.* (2006) 140 Cal.App.4th 1395, 1402.) Yrungaray is correct. The FACC does not allege inconsistent facts positively stated. (*Manti v. Gunari* (1970) 5 Cal.App.3d 442, 449 ("a pleader cannot blow hot and cold as to the *facts* positively stated") (emphasis in original).) Rather, the FACC alleges inconsistent legal theories in the event the court finds no contract existed between the parties. This is permissible. The Court **OVERRULES** the demurrer as to the eleventh cause of action; unjust enrichment.

### **Conversion (12th COA)**

Conversion is generally described as the wrongful exercise of dominion over the personal property of another. (*Fremont Indemnity Co. v. Fremont General Corp.* (2007) 148 Cal. App. 4th 119.) The elements of a conversion claim are: (1) the ownership or right to possession of the property; (2) the defendant's conversion by a wrongful act or disposition of property rights; and (3) damages. (*Berlesci v. Petersen* (1998) Cal. App. 4th 1062, 1066.) The plaintiff does not need to establish legal title or absolute ownership as long as he or she is entitled to immediate possession at the time of the conversion. (*Spates v. Dameron Hospital Assn.* (2003) 114 Cal. App. 4th 208, 222.) A plaintiff must show an intention to convert the goods and exercise ownership over property which belongs to another. (*Collin v. American Empire Insurance Co.* (1994) 21 Cal. App. 4th 787, 812.)

Generally, money is not the proper subject of an action for conversion unless a specific sum capable of identification is involved; however, when an agent is required to turn over a definite sum received by him on the principal's account, the remedy of conversion is proper. (*Haigler v. Donnelly* (1941) 18 Cal. 2d 674, 681.) A generalized claim for money damages is not actionable as conversion. (*Vu v. California Commerce Club, Inc.* (1997) 58 Cal. App. 4th 229, 235.) A mere contractual right to money does not constitute conversion. (*Farmers Ins. Exchange v. Zerlin* (1997) 53 Cal. App. 4th 445, 452.)

Moving parties argue conversion lies for personal property and not real property. Moving parties argue seeking shares of rents, income, profits, and net proceeds from the properties are generalized and disputed accounting claims that cannot form the basis for a conversion cause of action. The demurrer further argues the FACC alleges the \$257,000 and \$135,000 loaned for construction and rehabilitation were advanced pursuant to the parties' oral agreements meaning, at most, Yrungaray is entitled to contractual repayment. These arguments have merit. The FACC alleges the parties agreed Yrungaray would finance the \$257,000 and \$135,000 for construction projects (¶¶40, 47). Thus, the FACC alleges the parties contracted for these payments. Any recovery will be from a breach of that contract. To the extent the FACC alleges generalized claims for money damages it is insufficient to support a claim for conversion. The Court **SUSTAINS** the demurrer with regard to the twelfth cause of action, conversion, with thirty-days' leave to amend.

### **Partition by Sale (13th COA)**

The demurrer argues the FACC alleges Yrungaray holds equitable interests in the properties but as to the Upper Dufferin property the pleading fails to state a coherent present title theory because of the unresolved trust issue discussed above. Moving parties argue this cause of action is defective for the same reasons as the first cause of action. However, as discussed above, the first cause of action is sufficiently alleged. The Court **OVERRULES** the demurrer to this cause of action for the same reason.

4.

CASE #	CASE NAME	HEARING NAME
CVRI2506601	JONES VS YRUNGARAY	MOTION TO STRIKE COMPLAINT ON 1ST AMENDED CROSS-COMPLAINT OF BENJAMIN YRUNGARAY BY BRIAN HOPKINS, JSAMJ, INC., JARED JONES

**Tentative Ruling:** Granted with thirty-days' leave to amend.

Moving parties challenge the FACC request for punitive damages. The motion to strike argues the pleading does not include specific facts showing malicious, oppressive, or fraudulent conduct by the moving cross-defendants. The FACC requests punitive damages in paragraphs 116 and 138. Yrungaray argues the facts alleged in the FACC describe a scheme to strip him of his interests in the properties. (Opp. p.5:17-20.) However, the allegations are conclusory and do not include any fact-specific allegations of malicious, oppressive, or fraudulent behavior.