Tentative Rulings for July 21, 2026
Department M301

To request oral argument, you must notify Judicial Secretary Lauren Garcia 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 M301 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: 161 538 5472

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**
CVME2404017	NAKKASHIAN VS TEMECULA INTERNATIONAL ACADEMY	MOTION FOR SUMMARY JUDGMENT OR IN THE ALTERNATIVE SUMMARY ADJUDICATION ON COMPLAINT FOR CIVIL RIGHTS OF CHANELLE NAKKASHIAN

Tentative Ruling: The Court declines to rule on the evidentiary objections pursuant to CCP § 437c(q) as they are not dispositive to the motion. Court will treat this motion as a Motion for Judgment on the Pleadings. Motion is sustained as to the Fourth and Seventh Causes of Action Without Leave to Amend. As to the remaining Causes of Action, Plaintiffs are granted 20 days leave to amend to correct any standing issues. Jury Trial set for 8-21-26 and the Mandatory Settlement Conference on 8-10-26 are advanced and vacated. Court will set a Trial Setting Conference on 11-10-26 8:30 am in M301.

MSJ/MSA as Motion for Judgment on the Pleadings - Many of the causes of action seek damages for injuries sustained by Jadore and Jaxsen, who are not parties to this matter. Plaintiffs do not have standing to pursue claims based on these injuries. They are not the real parties in interest because they did not suffer the injuries sustained by Jadore or Jaxsen. They fail to cite to any authority to support that they are the real parties in interest to injuries their children sustained. They do reference CCP § 372. However, this code section allows minors to pursue claims by having a guardian ad litem appointed by the court. In this matter, Jadore and Jaxsen have not been named as parties. CCP § 372 would allow Plaintiffs to represent the minors (not as counsel but to make decisions on their behalf), if they were named as parties and court approval was given. However, since the minors are not named as parties, CCP § 372 provides them with no authority to pursue the minors' rights. The court has the ability to do this because a motion for summary judgment necessarily includes a test of the sufficiency of the complaint. (*Prue v. Brady Co./San Diego, Inc.* (2015) 242 Cal.App.4th 1367, 1375-1376.)

Fourth and Seventh Causes of Action - Under Penal Code § 11172(a), "[n]o mandated reporter shall be civilly or criminally liable for any report required or authorized by this article, and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of their professional capacity or outside the scope of their employment." (Penal Code § 11172(a).) A mandated reporter includes "[a]n employee, volunteer, or governing board or body member of a school district, county office of education, charter school, or private school." (Penal Code § 11165.7(a)(1).) Under Penal Code § 11166(a), "a mandated reporter shall make a report to an agency . . . whenever the mandated reporter, in the mandated reporter's professional capacity or within the scope of the mandated reporter's employment, has knowledge of or observes a child who the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect." The term "'reasonable suspicion' means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on the person's training and experience, to suspect child abuse or neglect." (Id. at (a)(1).) It does not "require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect; any 'reasonable suspicion' is sufficient." (*Ibid*.)

"In order to promote the purpose of the act to protect abused children, section 11172 provides that mandated reporters of child abuse are absolutely immune from liability." (*Robbins v. Hamburger Home for Girls* (1995) 32 Cal.App.4th 671, 679.) "The immunity extends even to negligent, knowingly false, or malicious reports of abuse." (*Arce v. Children's Hospital of Los Angeles* (2012) 211 Cal.App.4th 1455, 1484.) "Cases analyzing Penal Code section 11172 have concluded that the statute provides immunity for claims predicated on false and malicious reports of abuse as well as conduct committed in furtherance of diagnosing whether abuse occurred." (*Id*. at 1492.) Immunity under Penal Code § 11172 extends even to malicious or false reports of child abuse. (*Id*. at 1493.) If the conduct at issue is a form of protected reporting activity, the defendant is fully immunized from any claims arising from this conduct. (*Id*. at 1487.)

Standing - Only a real party in interest has standing to prosecute an action, except as otherwise provided by statute. A party who is not the real party in interest lacks standing to sue." (*Redevelopment Agency of San Diego v. San Diego Gas & Electric Co.* (2003) 111 Cal.App.4th 912, 920.) "A real party in interest ordinarily is defined as the person possessing the right sued upon by reason of the substantive law. 'The question of standing to use is one of the right to relief and goes to the existence of a cause of action against the defendant.'" (*Killian v. Millard* (1991) 228 Cal.App.3d 1601, 1605.) "As a general principle, standing to invoke the judicial process requires an actual justiciable controversy as to which the complainant has a real interest in the ultimate adjudication because he or she has either suffered or is about to suffer and injury of sufficient magnitude reasonably to assure that all of the relevant facts and issues will be adequately presented to the adjudicator." (*Holmes v. California Nat. Guard* (2001) 109 Cal.App.4th 297, 314-315.)

As stated above, many of the causes of action seek damages for injuries sustained by Jadore and Jaxsen, who are not parties to this matter. Plaintiffs do not have standing to pursue claims based on these injuries. They are not the real parties in interest because they did not suffer the injuries sustained by Jadore or Jaxsen. They fail to cite to any authority to support that they are the real parties in interest to injuries their children sustained. They do reference CCP § 372. However, this code section allows minors to pursue claims by having a guardian ad litem appointed by the court. In this matter, Jadore and Jaxsen have not been named as parties. CCP § 372 would allow Plaintiffs to represent the minors (not as counsel but to make decisions on their behalf), if they were named as parties and court approval was given. However, since the minors are not named as parties, CCP § 372 provides them with no authority to pursue the minors' rights.

Plaintiffs are correct that they are allowed to pursue claims where they were directly injured. However, the allegations regarding direct injuries are based on the report to CPS, which is protected by absolute immunity because Defendants are mandatory reporters. Plaintiffs also argue that they can assert claims based on *Marlene F. v. Affiliated Psychiatric Medical Clinic, Inc.* (1989) 48 Cal.3d 583, which discusses whether a parent can bring a negligent infliction of emotional distress cause of action against a therapist for molestation to their child. Negligent infliction of emotional distress is not an independent tort; it is the tort of negligence to which the traditional elements of duty, breach of duty, causation, and damages apply." (*Ess v. Eskaton Properties* (2002) 97 Cal.App.4th 120, 126.) Recovery for negligent infliction of emotional distress is typically permitted in two situations - referred to as "bystander" and "direct victim" claims. (*Id*. at 126-127.) "Recovery may be permitted in bystander case where the plaintiff is closely related to the victim of a physical injury, is present at the scene of the injury-causing event and is then aware that it is causing injury, and suffers emotional distress beyond that which would be anticipated in a disinterested witness." (*Id*. at 127.) "Direct victim cases involve the breach of a duty owed to the plaintiff that was assumed by the defendant, imposed on the defendant as a matter of law, or arose out of a preexisting relationship between the two." (*Id*.) To recover under a claim of negligent infliction of emotional distress where there is no personal physical injury, the plaintiff must suffer from serious emotional distress. (*Wong v. Jing* (2010) 189 Cal.App.4th 1354, 1377-1378.)

In *Marlene F*., the court found that a direct victim claim could be brought because the therapist saw both the parents and the children and he undertook a duty to treat both the mothers and children, which he knew or should have known that his molestation of the children would directly injure and cause severe emotional distress to his other patients, the mothers. (*Marlene F., supra*, 48 Cal.3d at 591.) "It bears repeating that the mothers here were the patients of the therapist along with their sons, and the therapist's tortious conduct was accordingly directed against both. They sought treatment for their children – as they had the right, and perhaps even obligation, to do – and agreed to be treated themselves to further the purposes of the therapy. They were plainly entitled to recover for the emotional distress they suffered. (*Id*. at 591.) In this matter, there are no allegations in the Complaint or in Plaintiffs' declarations that they directly observed any of the bullying or isolation to Jadore. As such, bystander liability is not a basis of liability. Plaintiffs also do not clearly allege such a basis of liability. Due to this, these arguments fail. Since the first, second, third, fifth, sixth, eighth, and ninth causes of action contain allegations of injuries that pertain to the children and Plaintiffs would like the ability to have the children pursue these claims, judgment on the pleading to these causes of action is sustained with leave to amend to add the children.

2.

CASE #	CASE NAME	HEARING NAME
CVME2506036	RESENDEZ VS IDEA LAW GROUP	DEMURRER ON 2ND AMENDED COMPLAINT FOR OTHER REAL PROPERTY BY IDEA LAW GROUP, PC IDEA LAW GROUP AND BY NEWREZ, LLC, BANK OF NEW YORK MELLON

Tentative Ruling: Demurrer by both Defendants sustained without leave to amend.

This is a foreclosure matter. On June 3, 2025 Plaintiff Gregory F. Resendez ("Plaintiff") filed this action. He alleges that on February 10, 2006, Plaintiff recorded a grant deed for property located at 29093 Overboard Drive in Romoland ("property"). On May 12, 2025, IDEA Law Group recorded a Notice of Trustee's Sale ("NOTS") identifying it as the trustee and listing a sale date of June 11, 2025. Plaintiff alleged no Substitution of Trustee was ever recorded, granting power and authority for IDEA Law Group to act as

Substituted Trustee. In his complaint, Plaintiff alleged claims for negligence and recission of the 2025 NOTS and requested a preliminary injunction.
On June 24, 2025, IDEA Law Group recorded a cancellation of the 2025 NOTS. At the June 30, 2025 hearing on Plaintiff's preliminary injunction, the Court determined the request was rendered moot due to the recording.

Plaintiff filed his First Amended Complaint on July 29, 2025. The Court sustained a demurrer thereto with leave to amend on October 30, 2025. Plaintiff filed the operative Second Amended Complaint ("SAC") on December 3, 2025 alleging four (4) causes of action: 1) fraudulent misrepresentation; 2) negligence; 3) cancellation of instrument; and 4) unfair business practices. He alleges the Defendants recorded a Substitution of Trustee on June 16, 2025, which is backdated on September 26, 2023. Plaintiff alleges Defendants knew they were filing a false document with intent to deceive him, the Court and the County Recorder's Office. He alleges he was never served with a copy of the SOT until after the preliminary injunction hearing and if he had, he would have advised the Court.

Defendants Newrez LLC dba Shellpoint Mortgage Servicing, erroneously sued as Shellpoint Mortgage Servicing, LLC and Bank of New York Mellon, as Trustee for Certificate Holders CWALT, Inc., Alternative Loan Trust 2006-6CB, Mortgage Pass-Through Certificates, Series 2006-6CB (collectively "Defendants") now demur to the SAC on the ground it fails to state any cause of action. (C.C.P., § 430.10(e).) They state Plaintiff failed to make payments as required and a Notice of Default ("NOD") was recorded on August 15, 2011. A Notice of Trustee Sale ("NOTS") was recorded on November 15, 2011. Additional NOTS were recorded in 2012, 2013, 2015, 2017, 2018, and finally in May 2025. The NOTS recorded in 2025 identified IDEA Law Group as the trustee, which had not yet recorded a Substitution of Trustee ("SOT") when the 2025 NOTS was recorded. IDEA Law Group recorded a cancellation of the 2025 NOTS on June 24, 2025. Defendants argue Plaintiff has not alleged fraud with the requisite specificity. Defendants argue they owe no duty of care to Plaintiff and did not record the NOTS. They state the cancellation claim is now moot, and does not impact the SOT and NOD as alleged by Plaintiff. Defendants argue Plaintiff lacks standing to allege the unfair business practices claim. Defendants request the Court take judicial notice of several recorded documents. Plaintiff opposes and argues each of his causes of action are properly alleged. Defendants argue the opposition does nothing to clarify or explain the causes of action alleged. Defendants otherwise reassert the points presented in reply.

Demurrer Standard - A general demurrer lies where the pleading does not state facts sufficient to constitute a cause of action. (C.C.P., § 430.10(e).) In evaluating a demurrer, the court gives the pleading a reasonable interpretation by reading it as a whole and all of its parts in their context. (*Moore v. Regents of University of California* (1990) 51 Cal.3d 120, 125.) The court assumes the truth of all material facts which have been properly pleaded, of facts which may be inferred from those expressly pleaded, and of any material facts of which judicial notice has been requested and may be taken. (*Crowley v. Katleman* (1994) 8 Cal.4th 666, 672.) However, a demurrer does not admit contentions, deductions or conclusions of fact or law. (*Daar v. Yellow Cab Company* (1967) 67 Cal.2d 695, 713.) Facts appearing in exhibits attached to the complaint will also be accepted as true and, if contrary allegations appear in the complaint, will be given precedence. (*Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 606.)

If the complaint fails to state a cause of action, the court must grant the plaintiff leave to amend if there is a reasonable possibility that the defect can be cured by amendment. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.)

Request for Judicial Notice - Defendants request the Court take for judicial notice of ten (10) exhibits that were recorded related to the property. The Court grants Defendants unopposed request for judicial notice. (Evid. Code § 452, subds. (d), (h).) The Court takes judicial notice only as to the existence, content, and authenticity of such documents; it does not take judicial notice of the truth of the factual matters asserted therein. (*Dominguez v. Bonta* (2022) 87 Cal.App.5th 389, 400.)

1st Cause of Action for Fraudulent Misrepresentation - Plaintiff must plead (1) a false representation of an important fact (2) upon which Plaintiffs relied, (3) made with the knowledge of its falsity, (4) with the intent to defraud, and (5) resulting in damages. (*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 974.) Plaintiff must plead fraud with specificity. (*Wilhelm v. Pray, Price, Williams & Russell* (1986) 186 Cal.App.3d 1324, 1331.) Facts must be pled that show how, when, where, to whom, and by what means the representations were tendered. (*Stansfield v. Starkey* (1990) 220 Cal.App.3d. 59, 73.) Against a corporation, the fraud cause of action must allege specific names of the person(s) who made the misrepresentation, their authority to speak for the corporation, to whom they spoke to, what they said or wrote, and when it was said or written. (*Tarmann v. State Farm Mutual Auto Ins. Co.* (1991) 2 Cal.App.4th 153, 157.)

The SAC adds specificity by identifying Sofia Pacheco, Document Verification Specialist employed by Shellpoint, as the person who backdated the Substitution of Trustee, identifying the specific false statements ("Dated: September 26, 2023" and the accompanying notarization statement), and identifying the location (Riverside County Recorder's Office) and date (June 16, 2025) of the recording. These additions address specificity. However, Plaintiff has still failed to allege justifiable reliance and causation. Plaintiff alleges he "initially believed the Substitution of Trustee was valid and recorded correctly on June 16, 2025, when he attended the Preliminary Injunction hearing on June 30, 2025," and that this reliance "prevented him from pointing out the misrepresentations to the Court at the PI hearing."

First, the SAC's own timeline defeats the reliance theory. Plaintiff alleges he discovered the fraud after examining the Substitution of Trustee obtained from the Riverside County Recorder's Office following the June 30, 2025 hearing. If Plaintiff discovered the backdating after the hearing, he could not have relied on the validity of the document during the hearing to his detriment. Second, Plaintiff's alleged reliance did not cause any cognizable harm. The Preliminary Injunction was rendered moot because Defendants rescinded the Notice of Trustee's Sale on June 24, 2025, which was before the June 30, 2025 hearing. Whether or not Plaintiff pointed out the backdating at the hearing, he would not have obtained a Preliminary Injunction because there was no longer an imminent foreclosure sale to enjoin. The rescission provided Plaintiff the same relief an injunction would have provided. Third, Plaintiff's reliance theory is internally inconsistent. He claims he relied on the Substitution of Trustee being valid by not pointing out its defects at the hearing, but if he believed the document was valid, there were no defects to point out.

Moreover, Plaintiff has failed to allege damages. Plaintiff alleges loss of a Preliminary Injunction, time, money, and emotional distress. The loss of a Preliminary Injunction is not a cognizable harm when the injunction was moot due to Defendants' voluntary rescission of the Notice of Trustee's Sale. Plaintiff filed this lawsuit on June 3, 2025, before the Substitution of Trustee was even recorded on June 16, 2025. Litigation costs incurred before the alleged misrepresentation occurred cannot be attributed to it.

2nd Cause of Action for Negligence - The necessary elements for negligence are: (1) the existence of a legal duty of care that the defendant owed to the plaintiff; (2) breach; (3) causation; and (4) damages. (*County of Santa Clara v. Atlantic Richfield Co.* (2006) 137 Cal.App.4th 292, 318.) As a general rule, a financial institution owes no duty of care to a borrower when the institution's involvement does not exceed the scope of its conventional role as a mere lender of money. (*Lueras v. BAC Home Loans Servicing, LP* (2013) 221 Cal.App.4th 49, 67.) The California Supreme Court confirmed that a lender owes no tort duty sounding in general negligence principles to process, review, and respond carefully to borrower applications. (*Sheen v. Wells Fargo Bank, N.A.* (2022) 12 Cal.5th 905, 948.)

Plaintiff still has not alleged any duty owed to him. The SAC adds statutory citations, Civil Code §§ 2924(d)(6), 2934(a), and 2924(c), and argues these statutes impose a tort duty of care. Plaintiff relies on *Temple Community Hospital v. Superior Court* (1999) 20 Cal.4th 464, 481 and *Elsner v. Uveges* (2004) 34 Cal.4th 915, 927-928 for the proposition that a duty can be imposed by statute. While a duty can be imposed by statute, this does not result in every statutory violation automatically creating a tort duty, the court must examine and weigh policy considerations. (*Temple*, *supra*, 20 Cal.4th at 481.) The nonjudicial foreclosure statutes (Civ. Code §§ 2924, 2934) are a comprehensive, self-contained scheme providing specific remedies (injunctive relief, cancellation) rather than general tort damages. The Legislature did not create a private right of action for damages in these statutes. Converting every procedural foreclosure violation into a negligence claim would undermine the statutory scheme and expand lender liability beyond the scope contemplated by *Lueras* and *Sheen*.

Even if a duty existed, no foreclosure sale occurred. Defendants rescinded the Notice of Trustee's Sale on June 24, 2025. Plaintiff's property was not taken, and Plaintiff did not lose possession or any property interest. Plaintiff's speculative damages ("in the event a wrongful foreclosure occurs against Plaintiff's home, Plaintiff will seek damages for no less than $3.33 million dollars") are insufficient as a negligence claim requires actual harm.

3rd Cause of Action for Cancellation of Instrument - To prevail on a claim to cancel an instrument, a plaintiff must prove (1) the instrument is void or voidable due to, for example, fraud; and (2) there is a reasonable apprehension of serious injury including pecuniary loss or the prejudicial alteration of one's position." (*U.S. Bank National Assn. v. Naifeh* (2016) 1 Cal.App.5th 767, 778, citing *Turner v. Turner* (1959) 167 Cal.App.2d 636, 641.)

The SAC seeks cancellation of three categories of instruments: (a) the Notice of Trustee's Sale recorded May 12, 2025; (b) the Substitution of Trustee recorded June 16, 2025; and (c) the Notice of Default recorded December 10, 2014.

First, the Notice of Trustee's Sale (May 12, 2025) is moot as Defendants already cancelled this instrument on June 24, 2025. An instrument that no longer exists cannot create a reasonable apprehension of future harm.

Second, as to the Substitution of Trustee (June 16, 2025), it fails both elements. Plaintiff alleges the Substitution of Trustee is void because (a) it was recorded after the Notice of Trustee's Sale in violation of Civil Code § 2934(a), and (b) it was fraudulently backdated. Civil Code § 2934(a) renders the Notice of Trustee's Sale defective if recorded before a valid Substitution of Trustee and it does not render the subsequently-recorded Substitution of Trustee itself void or unenforceable. Once Defendants rescinded the Notice of Trustee's Sale on June 24, 2025, the timing violation was cured. Moreover, for the reasons discussed under the First Cause of Action, Plaintiff has not adequately pleaded fraud (specifically, justifiable reliance and causation). Without a viable fraud claim, Plaintiff cannot establish the Substitution of Trustee is voidable due to fraud. Moreover, the legal effect of the Substitution of Trustee does not depend on whether it was executed on September 26, 2023, or June 16, 2025, it is effective as of its recording date. Finally, Defendants rescinded the Notice of Trustee's Sale so there is no active foreclosure. The Substitution of Trustee by itself designates a trustee and it does not threaten foreclosure without an active Notice of Trustee's Sale. Any apprehension is speculative.

Finally, as to the Notice of Default (December 10, 2014) it is time-barred. The SAC was filed December 3, 2025 over eleven years later. A cause of action to cancel an instrument based on fraud must be brought within three years of discovery. (Code Civ. Proc., § 338, subd. (d).) The SAC does not allege facts establishing Plaintiff could not have discovered defects in the 2014 Notice of Default until recently. The claim appears time-barred on its face.

On the merits, Plaintiff alleges the Notice of Default is "stale" under Civil Code § 2924(c) due to six years of inactivity. However, § 2924(c) requires that a new Notice of Default be given before proceeding to sale, it does not provide that the old Notice of Default becomes void. The remedy for a "stale" Notice of Default is that the beneficiary cannot proceed to sale based on it; the remedy is not that the instrument itself is void for purposes of a cancellation action. The fact that trustee The Wolf Firm became defunct in 2021 and servicer Select Portfolio Servicing ceased servicing in 2018 does not void the Notice of Default. A change of trustee or servicer requires updating those parties before proceeding to sale, which Defendants addressed via the Substitution of Trustee. Element 2 also fails because there is no active foreclosure. I recommend the Court sustain the demurrer.

4th Cause of Action for Unfair Business Practices - Standing requires that Plaintiff establish (1) economic injury, a loss or deprivation of money or property sufficient to qualify as injury in fact, and (2) that economic injury was caused by the unfair business practice. (*Kwikset Corp. v. Superior Court* (2011) 51 Cal.4th 310, 322, 327; *Lueras*, *supra*, 221 Cal. App.4th at 33.) Plaintiff has not alleged any loss of property or money based on Defendants' actions. (See *Jenkins v. JP Morgan Chase Bank, N.A.* (2013) 216 Cal.App.4th 497, 522-523.) Plaintiff lacks standing.

Even if he did have standing, Business and Professions Code § 17200 prohibits any unlawful, unfair, or fraudulent business act or practice. (*Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.* (1999) 20 Cal.4th 163, 180; *Lueras*, *supra*, 221 Cal. App.4th at 33.) Plaintiff alleges three prongs. The unlawful prong is based on violations of Civil Code §§ 2924-2934, the same statutory violations underlying the negligence and cancellation claims. The unfair prong alleges Defendants forced Plaintiff to defend his property at a cost of time and money and deterred him from obtaining a Preliminary Injunction. The fraudulent prong alleges members of the public would be deceived by Defendants' conduct.

Plaintiff has not identified unlawful or unfair practices. Where a plaintiff cannot state a claim under the borrowed law, he cannot state a UCL claim under the unlawful prong based on those same violations. (*Ingels v. Westwood One Broadcasting Services, Inc.* (2005) 129 Cal.App.4th 1050, 1060.) The negligence and cancellation claims fail as analyzed above. Moreover, as stated above, fraud has not been shown as no foreclosure sale occurred. Defendants rescinded the Notice of Trustee's Sale on June 24, 2025.

Leave to Amend - The Court's prior ruling on the demurrer to the FAC was sustained with leave to amend since plaintiff had an opportunity to amend the complaint in response to the demurrer and the complaint had not shown on its face that it was incapable of amendment. (*City of Stockton v. Superior Court* (2007) 42 Cal.4th 730, 747.) However, that rationale no longer applies. This is not Plaintiff's first opportunity to amend. While the SAC cured some specificity defects [particularly the identification of Sofia Pacheco and the specific backdated statements in the fraud claim], it failed to cure the fundamental legal deficiencies across all four causes of action: unjustifiable reliance and causation (Fraud); no tort duty in the lender-borrower context (Negligence); instruments not void or voidable with no imminent harm (Cancellation); no economic injury caused by Defendants' conduct (UCL). These remaining deficiencies are legal in nature and no additional facts can cure them. No reasonable possibility exists to cure these defects by further amendment.

3.

CASE #	CASE NAME	HEARING NAME
CVME2512672	CORREA VS AMERICAN HONDA MOTOR	MOTION TO COMPEL ANSWER/RESPONSE TO PRODUCTION OF DOCUMENTS SET ONE BY LORENA CORREA

Tentative Ruling: Motion to Compel Denied as to RFPs 7, 10, 28- 29, and 41. Granted as to RFP nos. 16-23, 26-27, and 71-75. Defendant ordered to produce verified code-compliant responses without objection within 20 days of this order.

Plaintiff now moves to compel Defendant to provide further responses to RFP nos. 7, 10, 16-23, 26-29, 41, and 71-75, arguing that the RFPs properly seek documents related to Defendant's internal investigation and analysis of the defects in the Vehicle, as well as Defendant's warranty and vehicle repurchase policies and procedures; all of these documents are directly relevant to Plaintiff's claims; and Defendant's objections are boilerplate and lack merit.

In opposition, Defendant argues that Plaintiff failed to meet and confer in good faith; its substantive responses to nos. 7, 10, 28, 29, 41, and 72-75 are code-compliant; its objections to the other RFPs are proper because the request are overbroad, Plaintiff is not entitled to information about other vehicles, the cause of the defects is not relevant, AB 1755 limits the scope of appropriate Song Beverly Act discovery, and Plaintiff is not entitled to ESI.

In reply, Plaintiff argues that Defendant fails to justify its meritless objections; the "broad definitions" of the defects complained about by Defendant are based on Plaintiff's documented complaints/repair history and Defendant's articulation of the defects; there is good cause for the documents; she is entitled to ESI; she met and conferred in good faith; and AB 1755 does not apply and does not limit discovery.

Meet and Confer - A motion to compel further responses to RFPs must be accompanied by a declaration describing in detail the reasonable and good-faith efforts that each party has made to confer and resolve informally each issue presented by the motion. (C.C.P. §§ 2016.040, 2031.310(b)(2).) Each party must "confer in person, by telephone, or by letter with an opposing party or attorney," and make a "reasonable and good faith attempt to resolve informally any dispute concerning discovery"; failure by any party to do so is a misuse of the discovery process. (C.C.P. 2023.010(i).) The purpose of the meet and confer requirement is to force lawyers to reexamine their positions, and to narrow their discovery disputes to the irreducible minimum, before calling upon the court to resolve the matter. (*Stewart v. Colonial Western Agency, Inc.* (2001) 87 Cal.App.4th 1006, 1016-17.) Evaluating whether a "reasonable and good faith attempt" to meet and confer was made requires an "evaluation of whether, from the perspective of a reasonable person in the position of the discovering party, additional effort appears likely to bear fruit." (*Clement v. Alegra* (2009) 177 Cal.App.4th 1277, 1294.) The level of effort that is reasonable is different in different circumstances and may vary with the prospects for success, but the law requires that counsel attempt to talk the matter over, compare their views, consult, and deliberate. (*Ibid.*) For purposes of determining whether a motion to compel discovery was preceded by a reasonable and good faith effort to meet and confer, the law requires that counsel attempt to talk the matter over, compare their views, consult, and deliberate. (*Clement v. Alegre* (2009) 177 Cal.App.4th 1277, 1294, citing *Townsend v. Superior Court* (1998) 61 Cal.App.4th 1431, 1439.)

Defendant argues that Plaintiff did not meet and confer in good faith because it refused a compromise offered by Defendant. (Opposition, p. 2:19-25.) However, no party is required to agree to a compromise offered by the other party. It is undisputed that counsel for the parties met and conferred telephonically regarding the discovery. (Decl. of Destiae Demery ["Demery Decl."] at ¶ 20; Decl. of Avetik Galstyan ["Galstyan Decl."] at ¶ 9.) This is sufficient to satisfy Plaintiff's statutory duty to meet and confer prior to filing this motion.

Elements of a Song-Beverly Claim - To prevail on a claim under the Song Beverly Act, Plaintiff must prove a nonconformity with a vehicle that substantially impaired its use, value, or safety that Defendant and/or its authorized representatives failed to repair after a reasonable number of attempts. (*Oregel v. Am. Isuzu Motors, Inc.* (2001) 90 Cal.App.4th 1094.) The Song-Beverly Act also provides a right of action to recover damages and other relief if the vehicle was sold with a known defect. (Civ. Code § 1794(a); *Mexia v. Rinker Boat Co., Inc.* (2009) 17 Cal.App.4th 1297, 1304-05 (implied warranty of merchantability). Under the Song-Beverly Act, a "manufacturer has an affirmative duty to replace a vehicle or to make restitution to the buyer if the manufacturer is unable to repair the new vehicle after a reasonable number of repair attempts." (*Lukather v. General Motors, LLC* (2010) 181 Cal.App.4th 1041, 1050.) Willful failure to comply with that duty subjects a manufacturer to a civil penalty of up to twice the amount of actual damages. (Civ. Code § 1794(c).) Critical to the showing of "willfulness" is whether the manufacturer knew of the alleged defect, including not only through evidence that the vehicle was not been repaired after a reasonable number of attempts, but also through internal investigations and warranty records showing that other consumers were similarly affected. (*Jensen v. BMW of N. Am., Inc.* (1995) 35 Cal.App.4th 112, 136 [in assessing whether a violation is willful, the jury is entitled to consider, among other things, whether "the manufacturer knew the vehicle had not been repaired within a reasonable period or after a reasonable number of attempts"]; *Oregel*, *supra*, 90 Cal.App.4th at 1104-1105 [evidence that defendant-manufacturer was aware of unsuccessful repair attempts can support civil penalty liability]; *Troensegaard v. Silvercrest Indus., Inc.* (1985) 175 Cal.App.3d 218, 226 [noting that defendant manufacturer's possession of a report on the defective condition was sufficient to support civil penalty liability]; *Krotin v Porsche Cars North America, Inc.* (1995) 38 Cal.App.4th 294, 303 [noting an "automobile manufacturer need not read minds to determine which vehicles are defective; it need only read its dealers' service records"].)

Standard - A party may file a motion compelling further answers to RFPs if it finds that the response is inadequate, incomplete, or evasive, or an objection in the response is without merit or too general. (C.C.P. §2031.310.) The moving party on a motion to compel further responses to RFPs must set forth "specific facts showing good cause justifying the discovery sought by the demand." (C.C.P. §2031.310(b)(1).) The burden to establish "good cause," is met by a fact-specific showing of relevance. (*Glenfed Develop. Corp. v. Sup. Ct.* (National Union Fire Ins. Co. of Pittsburgh, Penn.) (1997) 53 Cal.App.4th 1113, 1117, citing Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 1996) ¶¶ 8:1495.6 to 8:1495.10.) "In the context of discovery, evidence is 'relevant' if it might reasonably assist a party in evaluating its case, preparing for trial, or facilitating settlement." (*Glenfed Development Corp. v. Superior Court* (1997) 53 Cal.App.4th 1113, 1117.) It is sufficient if the information sought might reasonably lead to admissible evidence. (C.C.P. §2017.010.) Once good cause is established, the responding party has the burden to justify any objections. (*Kirkland*, *supra*, 25 Cal.App.4th at 98.)

RFP nos. 7, 10, and 41 - ask for Defendant's "Warranty Policy and Procedure Manual," its "Workshop Manual" regarding the 2023 Honda Accord Hybrid, and Defendant's rules, policies, or procedures regarding its issuance of refunds or replacements to buyers under the Song Beverly Act. (Demery Decl., Ex. 3, nos. 7, 10, 41.) In response to each of these RFPs, Defendant states that after a diligent search and reasonable inquiry, it cannot comply because no such documents exist. (Demery Decl., Ex. 4, nos.

7, 10, 41.) This is a proper response. (C.C.P. § 2031.230.) In addition, in response to RFP no. 7, Defendant states that even though the actual document requested by Plaintiff does not exist, it will produce "documents regarding AHM's automotive policies and procedures regarding warranty coverage and repair." Thus, the motion is denied as to RFP nos. 7, 10, and 41.

RFP nos. 28 and 29 - request related to any TSB or recall issued or to be issued regarding the 2023 Honda Accord Hybrid. (Demery Decl., Ex. 3, nos. 28-29.) Although the responses are somewhat unclear, it appears that Defendant has agreed to produce responsive documents. (Demery Decl., Ex. 4, nos. 28-29.) Accordingly, the motion is denied as to RFP nos. 28 and 29 as well.

RFP nos. 16-23 and 26-27 - ask for all documents, including ESI, on various issues related to the "electrical defect" and the "seatbelt defect" in vehicles of the same year, make, and model as the Vehicle, including: Defendant's internal analysis or investigation; communications; decisions to issue notices, letters, campaigns, warranty extensions, TSBs, or recalls; and fixes for these defects. (Demery Decl., Ex. 3, nos. 16-23, 26-27.) Defendant objects to these RFPs on the grounds they are vague, ambiguous, and overbroad; not relevant or reasonably calculated to lead to admissible evidence; and do not describe the requested documents with particularity. (Demery Decl., Ex. 4, nos. 16-23, 26-27.)

In its responses and its opposition, Defendant argues that the RFPs are overbroad because the definitions of "electrical defect" and "seatbelt defect" include vague symptoms without boundaries. (*Ibid.*; Opposition, pp. 5:20-6:8.)

The RFPs define "electrical defect" and "seatbelt defect" as follows:
9. The term "ELECTRICAL DEFECT" shall be understood to mean such defects which result in symptoms including: apple car play does not connect; screen black; when making a phone call the phone call stays active even after the car had been turned off; dash warning come on while sitting; EPS warning; vehicle display indicate system update; system update; code u3000-49; replace EPS unit; car play does not connect; EPS internal circuit malfunction; claim no. 682985; techline 4940693; software update cause audio unit to no longer be able to over air; and any other concern identified in the repair history for the SUBJECT VEHICLE.

10. The term "SEAT BELT DEFECT" shall be understood to mean such defects which result in symptoms including: passenger side seat belt buckle hard to latch; passenger side seat belt buckle pops out; internal malfunction in seat belt buckle; driver seat belt buckle will not latch; defective seat belt buckle; replace seat belt buckle; defective part 04813-30B-A10ZA; replace part 04813-30B-A10ZA; and any other concern identified in the repair history for the SUBJECT VEHICLE.

(Demery Decl., Ex. 3, Definitions ¶¶ 9-10.) Defendant acknowledges that Plaintiff's repair history includes at least the following concerns: "1) Apple Car Play does not connect at times; 2) all dash warnings came on while sitting in a drive thru when car was turned off and restarted only EPS warning was on and steering wheel feels loose; 3) passenger side seat belt buckle is hard to latch and hold, pops out; 4) driver's seat belt buckle at times will not buckle and latch; 5) software update message appears on the dash and radio display; 6) Apple Car Play screen appears to be stuck on a phone call; and 7) passenger front weatherstrip seal is coming out." (Opposition, pp. 1:21-2:3; Galstyan Decl., Ex. A.) The above definitions appear to properly encompass the complaints made by Plaintiff regarding the Vehicle. While they add code, claim, and part numbers, this does not appear to make them overbroad, as these numbers appear to relate to the identified concerns. Therefore, Defendant's objection that the definitions of the electrical and seatbelt defects make the RFPs overbroad lacks merit.

Defendant also argues that the RFPs are improper because Plaintiff is not entitled to information about other vehicles, and information about the cause of any defects is not relevant. To the contrary, plaintiffs in Song Beverly Act actions are entitled to information about other vehicles with the same make and model with the same defects. (See e.g., *Donlen v. Ford Motor Co.* (2013) 217 Cal.App.4th 138; *Doppes v. Bentley Motors, Inc.* (2009) 174 Cal.App.4th 967, 971.) This is precisely what the above RFPs request. Additionally, even if Defendant is correct that information about the cause of a defect is unnecessary to support a Song Beverly Act claim, the information sought in these RFPs is relevant to issues regarding whether and when Defendant knew of a defect in the vehicle to show a willful failure to comply with the Song Beverly Act. (See, Civ. Code § 1794(a); *Mexia*, *supra*, 17 Cal.App.4th at 1304-05; *Jensen*, *supra*, 35 Cal.App.4th at 136; *Oregel*, *supra*, 90 Cal.App.4th at 1104-1105; *Troensegaard*, *supra*, 175 Cal.App.3d at 226; and *Krotin*, *supra*, 38 Cal.App.4th at 303.) The motion is granted as to RFP nos. 16-23 and 26-27.

RFP Nos. 71-75 - ask for all documents related to Defendant's TSB 89-006, TSB 23-004, TSB 23-043, Recall 23-098, and Recall 24-049. (Demery Decl., Ex. F, nos. 71-75.) Defendant objects to these RFPs on the grounds they are vague, ambiguous, and overbroad; not relevant or reasonably calculated to lead to admissible evidence because the cause of a defect is not relevant to a Song Beverly Act claim; do not describe the requested documents with particularity; and seek documents containing confidential or proprietary information. (Demery Decl., Ex. 4, nos. 71-75.) Objections based on confidentiality are not proper grounds for withholding responsive information. (See, *Columbia Broadcasting Sys., Inc. v. Sup. Ct.* (1968) 263 Cal.App.2d 12, 23 ["We know of no case holding that this is a proper objection to an otherwise proper interrogatory."].) As discussed above, none of the other objections made by Defendant have merit. While Defendant agreed, in response to nos. 72-75, to provide limited documents ("the requested production will be allowed in part"), it is not entitled to re-write the RFP and/or self-limit the production of documents. Accordingly, the motion is granted as to RFP nos. 71-75.

4.

CASE #	CASE NAME	HEARING NAME
CVME2600802	HARDY VS SUN CITY CIVIC ASSOC	MOTION FOR JUDGMENT ON THE PLEADINGS ON COMPLAINT FOR OTHER PERSONAL INJURY/PROPERTY DAMAGE/ WRONGFUL DEATH TORT BY SUN CITY CIVIC ASSOC, NORMA ZERMENO, SUZIE HUNT, BOYD BARRETT, AVALON MANAGEMENT, AND PETER RACOBS

Tentative Ruling: Joinder Granted. Request for Judicial Notice is Denied. Motion for Judgment on the Pleadings granted as to the First Cause of Action (Harassment), Second Cause of Action (IIED), Sixth Cause of Action (Negligent Hiring, Retention, and Supervision), and the Eighth Cause of Action (Negligent Interference with Prospective Economic Advantage). Plaintiff granted 30 days leave to amend.

Request for Judicial Notice - Plaintiff asks the court to take judicial notice of a Complaint filed in a different action – CVRI 2306399. (RJN Ex. A.) Plaintiff argues this separate and unrelated lawsuit brought by a different plaintiff against the same defendants bears on the foreseeability of Holley's conduct, the Association's prior notice, and the defenses asserted by moving parties.

Though the Complaint is a court record subject to judicial notice under Evidence Code §452(d), it is not relevant or necessary to the Court's analysis. (See *Jordache Enterprises, Inc. v. Brobeck, Phleger & Harrison* (1998) 18 Cal.4th 739, 748, fn. 6; *Appel v. Superior Court* (2013) 214 Cal.App.4th 329, 342, fn. 6.) The Complaint in a separate matter does not bear on whether the allegations in the instant Complaint are sufficiently alleged.

Plaintiff also submits another document titled Request for Judicial Notice, also filed on June 12, 2026. However, this document appears to be more of a declaration seeking to introduce evidence before the court. Specifically, Plaintiff provides copies of an email between herself and board members (Ex. 1 & 2), and a Certificate indicating Defendant Holley completed anti-harassment training as part of his position as an Association Board member. (Ex. 3.) These documents are not the proper subject of judicial notice. To the extent Plaintiff is simply introducing the documents to support her Opposition to the motion, they are not properly considered on a motion for judgment on the pleadings.

Meet and Confer - Pursuant to Code of Civil Procedure §439, before filing a motion for judgment on the pleadings, the moving party must meet and confer with opposing counsel to try and resolve the issue. The moving party shall file a declaration with their motion for judgment on the pleadings stating either the means by which the parties met and conferred and that they did not reach an agreement, or that opposing counsel did not respond to their request to meet and confer. (CCP §439(3).)

The motion is accompanied by the declaration of Attorney James Fazio, who spoke with Plaintiff via telephone on April 30, 2026. (¶2.) This satisfies the meet and confer requirement.

Judgment on Pleadings

A motion for judgment on the pleadings has the same function as a general demurrer and the same rules govern except as provided by CCP §438. (*Cloud v. Northrop Grumman Corp*. (1998) 67 Cal.App.4th 995, 999.) CCP §438 sets forth the grounds and procedures for the motion. The grounds for a motion for judgment on the pleadings must appear on the face of the challenged pleading or be based on facts which the court may judicially notice. CCP §452 provides that "In the construction of a pleading, for the purpose of determining its effect, its allegations must be liberally construed, with a view to substantial justice between the parties." If the motion for judgment on the pleadings is granted, it may be granted with or without leave to amend. (CCP §438(h)(1).) However, leave to amend is routinely granted. (*People v. $20,000 U.S. Currency* (1991) 235 Cal.App.3d 682, 692.) Denial of leave to amend constitutes an abuse of discretion if the pleading does not show on its face that it is incapable of amendment. (*Virginia G. v. ABC Unified School Dist.* (1993) 15 Cal.App.4th 1848, 1852.) If leave to amend is granted, the party against whom the motion is granted must be given 30 days to file an amended pleading. (CCP §438(h)(2).)

Harassment – First Cause of Action - Plaintiff first alleges harassment under CCP §527.6 against all defendants. This section permits "[a] person who has suffered harassment" to "seek a temporary restraining order and an order after hearing prohibiting harassment." That section defines harassment as "a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose." (§527.6(b)(3).)

Defendants argue there is no basis for holding them vicariously liable for Holley's own private behavior. A corporate officer or director will not be liable for torts that they have not personally participated in, did not consent to, or have knowledge of. "While the corporation itself may be liable for such acts, the individual officer or director will be immune unless he authorizes, directs, or in some meaningful sense actively participates in the wrongful conduct." (*Asahi Kasei Pharma Corp. v. Actelion Ltd.* (2013) 222 Cal.App.4th 945, 966.) Here, there are no allegations that any of the individual defendants acted in any way to personally harass Plaintiff or otherwise knew about and ratified Holley's alleged harassing behavior.

Plaintiff appears to rely on an agency and/or vicarious liability theory. "Agency is the relationship with results from the manifestation of consent by one person to another that the other shall act on his behalf and subject to his control, and consent by the other so to act. [Citation.]" (*Gordon v. ARC Manufacturing, Inc.* (2019) 43 Cal.App.5th 705, 718, internal quotes omitted.) An agent is one who represents the principal in dealings with third persons. (Civ. Code, § 2295; *Garlock Sealing Techs., LLC v. NAK Sealing Techs. Corp.* (2007) 148 Cal.App.4th 937, 964.) "[T]he principal is responsible to third parties for the misconduct of an agent committed within the scope of his authority even though the principal is completely innocent and has received no benefit from the transaction." (*Warshauer v. Bauer Const. Co.* (1960) 179 Cal.App.2d 44, 49.) A principal is responsible for no other wrongs committed by his agent other than the negligence of his agent "in the transaction of the business of the agency" unless he has authorized or ratified. (Civ. Code, §§ 2338, 2339.)

"An employer is vicariously liable for the torts of its employees committed within the scope of the employment." (*Lisa M., supra,* 12 Cal.4th at 296.) "[A]n employee's willful, malicious and even criminal torts may fall within the scope of his or her employment for purposes of respondeat superior, even though the employer has not authorized the employee to commit crimes or intentional torts. (*Id.* at 296-297.) However, "the employer will not be held liable for an assault or other intentional tort that did not have a causal nexus to the employee's work." (*Id.*)

The Complaint alleges defendants Hunt and Barrett are sued in their individual capacities and "for ratification of the misconduct alleged herein." (Comp. ¶¶4-5.) Avalon Management is sued in its business entity capacity. (¶6.) Defendant Zermeno is sued in her individual capacity and in her capacity as an agent for Avalon for her own wrongful conduct. (¶7.) Defendant Racobs is sued in his individual capacity. (¶8.) Plaintiff generally alleges each defendant was the agent, employee, partner, joint venturer, and/or representative of each other defendant. (¶10.) The only factual allegations against the moving defendants are that they allegedly knew of Holley's rude comments, voicemails, and text messages to Plaintiff and did not take action against Holley. (Comp. ¶¶18-20.) These allegations are not sufficient to establish any vicarious liability for moving defendants as to Holley's conduct. Plaintiff does not allege facts that demonstrate moving defendants authorized, directed, instructed, or otherwise ratified Holley's personal conduct. For this reason, Plaintiff has not alleged a harassment claim against any moving defendant.

IIED – Second Cause of Action - The elements of an IIED cause of action are: (1) outrageous conduct by defendant; (2) the defendant's intention of causing or reckless disregard for the possibility of causing emotional distress; (3) the plaintiff's suffering severe or extreme emotional distress; and (4) actual and proximate causation. (*Fletcher v. Western National Life Ins.* (1970) 10 Cal. App. 3d 376, 394.) Outrageous conduct is conduct that is so extreme as to exceed all bounds of that usually tolerated in a civilized community. (*Ross v. Creel Printing & Publishing Co. Inc*. (2002) 100 Cal. App. 4th 736, 745.) Allegations of sexual harassment are sufficient to state a cause of action for IIED. (*Fisher v. San Pedro Peninsula Hospital* (1989) 214 Cal. App. 3d 590, 618.)

The same issue exists with this cause of action – there are no factual allegations against the moving defendants. Plaintiff only alleges Holley acted against her in any way. The other allegations in the Complaint are insufficient to sustain a cause of action against the moving defendants.

Negligent Hiring, Retention, and Supervision – Sixth Cause of Action - An employer can be held liable for the negligent hiring, supervision or retaining of an unfit employee if the employer knew or should have known that the employee created a particular risk and that particular harm materializes. (*Doe v. Capital Cities* (1996) 50 Cal. App. 4th 1038.)

Plaintiff brings the sixth cause of action against Avalon Management and the "Board of Directors." The Board of Directors is not an identified Defendant, but the Court can only decide the motion based on the moving Defendants, which includes Avalon Management. The Complaint alleges Defendants "knew or should have known of Holley's propensity for harassing and abusive conduct, including his prior conduct toward others (including police chief and mayor) and his behavior of using profanity at open board meetings." (¶59.) Plaintiff alleges Avalon received actual notice of Holley's harassment on September 19, 2024, when she shared the voicemail and text messages she received from Holley. (¶60.) Plaintiff alleges that despite having actual knowledge of Holley's conduct, defendants failed to take reasonable steps to supervise, discipline, or remove Holley and instead ratified his conduct by inaction and making him president of the Board. (¶61.) The Complaint also alleges Avalon acted as the professional management company for SCCA and provided management services, advised the Board of Directors, and exercised control over Association operations. (¶6.) It is not clear from the Complaint that Holley was an Avalon employee. Plaintiff alleges Avalon advised the Board of Directors and that Defendants "voted [Holley] in as president of the board." (¶61.) However, it is not clear from Plaintiff's allegations that Avalon had any authority or say in who became Board president. The motion is granted.

Negligent Interference with Prospective Economic Advantage – Eighth Cause of Action - The elements of a claim of interference with economic advantage and prospective economic advantage are: (1) an economic relationship between the plaintiff and some third party, with the probability of future economic benefit to the plaintiff; (2) the defendant's knowledge of the relationship; (3) intentional or negligent acts on the part of the defendant designed to disrupt the relationship; (4) actual disruption of the relationship; and (5) economic harm to the plaintiff proximately caused by the acts of the defendant. (*Korea Supply Co. v. Lockheed Martin Corp*. (2003) 29 Cal.4th 1134, 1153; *Crown Imports, LLC v. Superior Court* (2014) 223 Cal.App.4th 1395, 1404.)

Plaintiff alleges she had established business relationships and reasonably expected future economic advantage from her business activities. (¶72.) Plaintiff alleges Defendants "knew of Plaintiff's business and her need for a professional reputation within the community." (¶73.) Plaintiff alleges Defendants' negligent conduct, including failing to supervise Holley and discipline him, disrupted Plaintiff's relationships with actual and prospective customers. (¶74.) Plaintiff alleges she has suffered "approximately $500,000 in lost revenue, diminished shareholder value, and good will of corp." (¶75.)

The Complaint does not allege any specific facts about specific third parties Plaintiff had an economic relationship with. The Complaint does not allege Defendants had any specific knowledge of those alleged relationships. This cause of action is pled entirely with conclusory statements and generalities. This is not sufficient to sustain a cause of action

Individual Defendants – Hunt, Barrett, and Zermeno - Three of the moving defendants are individuals – Suzie Hunt, Boyd Barrett, and Norma Zermeno. The motion argues no statements or acts are attributed to these individuals in the Complaint, meaning no claim is sufficiently alleged against them.

Hunt is only individually referenced in the Complaint in paragraph 4, where she is identified as an individual residing in Riverside County and as a member of the Board of Directors. (¶4.) Similarly, Barrett is only individually referenced in the Complaint in paragraph 5, where he is identified as an individual residing in Riverside County and as a member of the Board of Directors. (¶5.) Plaintiff alleges she sent a voicemail from Holley to Zermeno on September 15, 2024. (Complaint ¶20.) Plaintiff sent an email to Zermeno, among others, requesting an emergency board meeting after her first conversation with Attorney Racobs. Plaintiff sent an email to Zermeno resigning her position on the Board. (¶20.) Zermeno is included in email chains attached to the Complaint.

The Complaint does not allege any actions, let alone harassing actions, or omissions by these Defendants. At most Plaintiff has alleged that Zermeno was a part of a few email chains. There are no factual allegations made against these defendants in the Complaint. For this reason, the motion is properly granted with respect to these defendants.

Individual Defendant Racobs -
Racobs filed a motion for joinder to the motion for judgment on the pleadings. Racobs incorporates the moving defendant's arguments and asks that his motion for judgment on the pleadings be granted for the same reasons. Racobs also filed a substantive Reply in response to Plaintiff's Opposition to the motion. Racobs contends Plaintiff did not plead facts against the original moving codefendants or Racobs that can serve as the basis for vicarious liability. Racobs notes he was not Holley's employer, supervisor, or partner. Racobs notes that in Plaintiff's opposition brief she acknowledges Racobs was not her attorney and he did not owe her any duties as a lawyer. The Opposition identifies Racobs as "legal counsel to the Association and Avalon." (Opp. p.4:25-26.) Plaintiff does not oppose the joinder itself. Rather, she opposes the motion. Racobs is asserting the same arguments as the moving defendants, which is demonstrated by the Reply Racobs filed in response to Plaintiff's Opposition.

As to the merits of the motion concerning Racobs, the Complaint alleges Racobs served as legal counsel to SCCA, its Board of Directors, and Avalon Management. (¶8.) Plaintiff alleges Racobs knew of Holley's harassment and did not take any disciplinary action against Holley. (¶19.) Racobs is then included in various email chains attached to the Complaint.

The Complaint does not include any specific factual allegations against Racobs. There is no allegation that Racobs harassed Plaintiff in any way. There is no allegation that Racobs, as the Association's attorney, had any authority or control over Holley.