1. ABELS v. REDDING, ET AL., 23CV1060

Order of Examination Hearing

On October 8, 2025, the court issued an Order to Produce Statement of Assets and to Appear for Examination. The hearing was originally set for November 21, 2025. On November 14, 2025, the judgment creditor submitted proofs of personal service on both judgment debtors on October 29, 2025.

On November 19, 2025, the court granted the judgment creditor's request for a continuance (the judgment creditor claimed she was unable to personally serve the judgment debtors at least 30 days prior to the November 21, 2025, hearing).

On December 18, 2025, the judgment creditor submitted proof of service indicating she served the court's order continuing the matter to January 9, 2026, upon both judgment debtors by mail on November 20, 2025.

On January 9, 2026, prior to the hearing, judgment debtor Vicki Redding called the court to indicate both judgment debtors were unavailable to attend the hearing due to health-related issues. Ms. Redding also indicated that she had fully paid the judgment. However, at the hearing on January 9, 2026, the judgment creditor stated that judgment debtors had not paid the amount of interest owed on the judgment. Given that information, the court continued the matter to February 6, 2026.

TENTATIVE RULING # 1: BOTH JUDGMENT DEBTORS' PERSONAL APPEARANCE IS REQUIRED AT 1:30 P.M., FRIDAY, FEBRUARY 06, 2026, IN DEPARTMENT FOUR.

2. DELGADILLO, ET AL. v. AMERICAN FAMILY MUT. INS. CO., ET AL., 25CV1336

(A) Demurrer to First Amended Complaint

(B) Motion to Strike

Demurrer

Pursuant to Code of Civil Procedure section 430.10, subdivisions (e) and (f), defendants American Family Mutual Insurance Company ("American Family") and Homesite Insurance Company of the Midwest ("Homesite;" collectively, "defendants") generally and specially demur to plaintiffs Ana Delgadillo's, Edelmira Barrera's, and Brandt Stites's (collectively, "plaintiffs") first amended complaint ("FAC") filed October 3, 2025. Defense counsel declares he sent plaintiffs a meet and confer letter prior to filing the demurrer but the parties were unable to resolve the dispute. (Code Civ. Proc., § 430.41, subd. (a); see Meconis Decl., ¶¶ 3, 4 & Exs. A, B.)

On December 30, 2025, plaintiffs, who are each proceeding in *pro per*, filed a timely, joint opposition. On January 2, 2026, defendants filed a timely reply.

1. Background

This action involves a dispute arising from a homeowner's insurance policy allegedly issued to plaintiffs by defendants American Family and Homesite. (FAC, ¶ 11.) Attached to the FAC as Exhibit 1 is a copy of said policy. The first page of Exhibit 1 states the policy was issued by Homesite; the policy makes no mention of American Family. (FAC, Ex. 1.) Additionally, Exhibit 1 only shows plaintiffs Ana Delgadillo and Brandt Stite as the policyholders, not plaintiff Edelmira Barrera. (FAC, Ex. 1.)

On May 23, 2023, plaintiffs filed a claim with American Family and Homesite for roof-related damages resulting from historic snowfalls during the winter of 2023. (FAC, ¶ 12.) Defendants allegedly engaged in a scheme to withhold payments due under the policy that were required to repair plaintiffs' home, and took fraudulent actions to try to limit American Family's liability for breach of contract. (FAC, ¶ 12.)

In early June 2023, American Family sent one of its field adjusters, defendant Julianne Goldfarb, to inspect the damages at plaintiffs' home. (FAC, ¶ 17.) On June 16, 2023, American Family claimed its field adjuster bid prepared by Goldfarb showed that all of the roof-related damages could be repaired for $8,975.81. (FAC, ¶ 18.) Plaintiffs claim this bid "intentionally excluded and/or undervalued all of the work that Goldfarb readily admitted the Home needed when she inspected the Home about two weeks earlier." (FAC, ¶ 18.) Goldfarb allegedly "made false representations to Plaintiffs when she claimed all the work that she readily acknowledged as being required to properly repair the Home would be included in her Bid for [American Family]." (FAC, ¶ 19.)

Plaintiffs told American Family that Goldfarb's bid was unreasonably low and that plaintiffs worried the home damages would worsen if the roof was not properly repaired before the next winter. (FAC, ¶ 20.) In response, American Family promised to process the roof-related damages claim for additional payments if plaintiffs: (1) gave its field adjuster bid to a reputable local general contractor; (2) obtained a bid from a general contractor; and (3) let American Family contact the general contractor to resolve any issues with the field adjuster's and general contractor's bids before repairs commenced. (FAC, ¶ 20.)

In September 2023, plaintiffs provided American Family with a bid from a reputable local general contractor for $56,000.00. (FAC, ¶ 21.) Plaintiffs then asked American Family to perform on its promise. (FAC, ¶ 21.)

Despite promising again in October 2023 that American Family would contact plaintiffs' general contractor, and despite plaintiffs' repeated pleas, American Family never did. (FAC, ¶ 22.) Instead, American Family unreasonably delayed and withheld the funds required to repair plaintiffs' home by insisting their roof-related damages claim could not be processed for additional payments until American Family obtained a structural engineer report from the "Donan" firm. (FAC, ¶ 22.) When the Donan firm

was unavailable, American Family insisted it needed a report from the "Rimkus" firm. (FAC, ¶ 22.)

On December 24, 2023, American Family denied plaintiffs' claim because they had not submitted the required structural engineer report from the Donan or Rimkus firms. (FAC, ¶ 24.)

In February 2024, plaintiffs complained to American Family and asked that it re-open plaintiffs' claim. (FAC, ¶ 25.) American Family re-opened plaintiffs' claim and promised to process their claim for additional payments if plaintiffs obtained an estimate from a reputable local general contractor. (FAC, ¶ 25.) Plaintiffs informed American Family they had already provided American Family a bid from a reputable local general contractor. (FAC, ¶ 26.) However, American Family told plaintiffs it required a new bid from plaintiffs' general contractor that was itemized with more details. (FAC, ¶ 26.) Plaintiffs were unable to obtain a more itemized bid from its general contractor for various reasons. (FAC, ¶ 27.)

In June 2024, plaintiffs obtained a new bid from a reputable local general contractor for $107,000.00. (FAC, ¶ 28.) However, American Family made no attempt to contact plaintiffs' new general contractor. (FAC, ¶ 30.)

In July 2024, American Family told plaintiffs it could not process their claim for additional benefits until American Family obtained a structural engineer report from the Donan firm. (FAC, ¶ 31.) In August 2024, after plaintiffs complained about continued gamesmanship, American Family informed plaintiffs it could not process their claim until it sent another field adjuster to plaintiffs' home. (FAC, ¶ 32.) Ultimately, however, American Family informed plaintiffs its executive managers had refused to send a new field adjuster to inspect plaintiffs' home and insisted they needed a structural engineer report from the Donan firm. (FAC, ¶ 32.)

Plaintiffs found a local structural engineering firm; however, American Family insisted the Donan firm needed to perform the inspection and complete the structural engineer report. (FAC, ¶ 33.)

In September 2024, plaintiffs discovered various online customer reviews about the Donan and Rimkus firms showing American Family wanted to use a structural engineer firm to create a biased structural engineer report giving American Family a reason to deny plaintiffs' claim without providing additional benefits due under the policy. (FAC, ¶ 34.) Plaintiffs also cite a "60 Minutes" episode that helped plaintiffs realize defendants conspired to use Goldfarb's biased bid to unreasonably withhold policy benefits. (FAC, ¶¶ 38–40.)

2. Legal Principles

"[A] demurrer challenges only the legal sufficiency of the complaint, not the truth or the accuracy of its factual allegations or the plaintiff's ability to prove those allegations." (*Amarel v. Connell* (1998) 202 Cal.App.3d 137, 140.) A demurrer is directed at the face of the complaint and to matters subject to judicial notice. (Code Civ. Proc., § 430.30, subd. (a).) All properly pleaded allegations of fact in the complaint are accepted as true, however improbable they may be, but not the contentions, deductions or conclusions of facts or law. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318; *Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.) A judge gives "the complaint a reasonable interpretation, reading it as a whole and its parts in their context." (*Blank*, *supra*, 39 Cal.3d at p. 318.)

3. Discussion

3.1. Breach of Implied Covenant of Good Faith and Fair Dealing

The cause of action for breach of implied covenant of good faith and fair dealing is based on the principle that every contract contains an implied covenant of good faith and fair dealing providing that no party to the contract will do anything that would

deprive another party of the benefits of the contract. (*Miller Marital Deduction Trust v. Zurich American Ins. Co.* (2019) 41 Cal.App.5th 247, 254.)

American Family only (not Homesite) argues this claim fails because there is no contractual relationship between plaintiffs and American Family.

The FAC alleges both American Family and Homesite issued the policy. (FAC, ¶ 11.) However, as defendants correctly argue, "to the extent the factual allegations conflict with the content of the exhibits to the complaint, [the court] rel[ies] on and accept[s] as true the contents of the exhibits and treat as surplusage the pleader's allegations as to the legal effect of the exhibits. [Citations.]" (*Barnett v. Fireman's Fund Ins. Co.* (2001) 90 Cal.App.4th 500, 505.) Here, the first page of the agreement states in bold text, "Issued by HOMESITE INSURANCE COMPANY OF THE MIDWEST." (FAC, Ex. 1.) The agreement makes no mention of American Family.

Plaintiffs' opposition brief argues American Family owns and operates Homesite. (Opp. at 1:24–26.) However, the court finds no such allegation in the FAC. Even if the complaint did allege American Family owns and/or operates Homesite, it is not clear that American Family would face contractual liability in this case. In general, a parent company is not liable on a contract signed by its subsidiary "simply because it is a wholly owned subsidiary." (*Northern Natural Gas Co. v. Superior Court* (1976) 64 Cal.App.3d 983, 991.)

The court agrees with defendants that the FAC fails to state a claim against American Family for breach of the implied covenant of good faith and fair dealing. The demurrer to the first cause of action is sustained. With respect to plaintiffs Ana Delgadillo and Brandt Stites, the court grants leave to amend. (*Courtesy Ambulance Serv. v. Superior Court* (1992) 8 Cal.App.4th 1504, 1519, fn. 12 (*Courtesy Ambulance*).) With respect to plaintiff Edelmira Barrera, the court denies leave to amend, as there is no reasonable possibility that amendment will cure the defect. Although Barrera allegedly lives at the

insured property, she does not own it. Therefore, there is no reasonable likelihood that she is a party to the homeowner's insurance contract at issue.

3.2. Fraud

Defendants generally demur to the second cause of action for fraud on the grounds that the FAC fails to allege the required elements with specificity; and specially demur on the grounds that the claim, as pleaded, is uncertain.

"A complaint for fraud must allege the following elements: (1) a knowingly false representation by the defendant; (2) an intent to deceive or induce reliance; (3) justifiable reliance by the plaintiff; and (4) resulting damages. (*Service by Medallion, Inc. v. Clorox Co.* (1996) 44 Cal.App.4th 1807, 1816.) "In California, fraud must be pled specifically; general and conclusory allegations do not suffice. [Citations.]" (*Lazar v. Superior Court* (1996) 12 Cal.4th 631, 645.) "The requirement of specificity in a fraud action against a corporation requires the plaintiff to allege the names of the persons who made the allegedly fraudulent representations, their authority to speak, to whom they spoke, what they said or wrote, and when it was said or written. [Citations.]" (*Tarmann v. State Farm Mut. Auto. Ins. Co.* (1991) 2 Cal.App.4th 153, 157.)

The FAC alleges defendants (the FAC does not identify which defendants) "misrepresented the actions Defendants were undertaking, and the actions plaintiffs needed to undertake, to ensure plaintiff would be paid the benefits due under their policy." (FAC, ¶ 49.)

The demurrer is sustained on both grounds (uncertainty and failure to state a claim) with leave to amend. (*Courtesy Ambulance*, *supra*, 8 Cal.App.4th at p. 1519, fn. 12.) In any amended complaint filed herein, plaintiffs are directed to clearly identify which plaintiffs assert which claims against which defendants.

3.3. Financial Elder Abuse

Defendants generally demur to the third cause of action for financial elder abuse on the grounds that the FAC fails to allege with sufficient specificity that all plaintiffs are

within a protected class or that any of the alleged conduct would constitute elder abuse; and specially demur on the grounds that the claim, as pleaded, is uncertain.

Financial elder abuse of an elder is defined by statute: " 'Financial abuse' of an elder or dependent adult occurs when a person or entity does any of the following: [¶] (1) Takes, secretes, appropriates, obtains, or retains real or personal property of an elder or dependent adult for a wrongful use or with intent to defraud, or both. [¶] (2) Assists in taking, secreting, appropriating, obtaining, or retaining real or personal property of an elder or dependent adult for a wrongful use or with intent to defraud, or both. [¶] (3) Takes, secretes, appropriates, obtains, or retains, or assists in taking, secreting, appropriating, obtaining, or retaining, real or personal property of an elder or dependent adult by undue influence, as defined in Section 15610.70." (Welf. & Inst. Code, § 15610.30, subd. (a).) " 'Elder' means any person residing in this state, 65 years of age or older." (Welf. & Inst. Code, § 15610.27.)

Defendants argue the only person alleged in the FAC to be over the age of 65 is plaintiff Barrera. (FAC, ¶¶ 53, 55.) The FAC does not explicitly state that it is being asserted by one, two, or all three plaintiffs. For this reason, the court sustains the demurrer on the ground of uncertainty.

Defendants further argue the FAC fails to allege with sufficient particularity that the alleged conduct would constitute elder abuse, pointing out that the FAC fails to even allege what property defendants allegedly took, secreted, appropriated, or obtained. (Dem. at 6:22–23.) The court agrees.

The demurrer to the third cause of action for financial elder abuse is sustained, on both grounds of uncertainty and failure to state a claim, with leave to amend. (*Courtesy Ambulance*, *supra*, 8 Cal.App.4th at p. 1519, fn. 12.)

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3.4. Breach of Contract

American Family only (not Homesite) generally demurs to the fourth cause of action for breach of contract on the grounds that such a claim cannot be stated against a party who does not have a contractual relationship with plaintiffs. The policy attached to the FAC as Exhibit 1 states it was issued by Homesite only. On its face, American Family is not a party to the contract.

For the same reasons as discussed under the first cause of action for breach of the implied covenant of good faith and fair dealing, the demurrer to the fourth cause of action for breach of contract is sustained. With respect to plaintiffs Ana Delgadillo and Brandt Stites, the court grants leave to amend. (*Courtesy Ambulance*, *supra*, 8 Cal.App.4th at p. 1519, fn. 12.) With respect to plaintiff Edelmira Barrera, who lives at the property but does not own it, the court denies leave to amend, as there appears to be no reasonable possibility that amendment will cure the defect.

3.5. Unfair Business Practices

Defendants generally demur to the fifth cause of action for unfair business practices on the grounds that the FAC fails to allege facts to support a claim that plaintiffs have no adequate remedy at law, as they also seek monetary damages for breach of contract.

The Unfair Competition Law ("UCL") prohibits "any unlawful, unfair or fraudulent business act or practice." (Bus & Prof. Code, § 17200.) " 'Because Business and Professions Code section 17200 is written in the disjunctive, it establishes three varieties of unfair competition–acts or practices which are unlawful, or unfair, or fraudulent.' " (*Capito v. San Jose Healthcare System, LP* (2024) 17 Cal.5th 273, 284.)

Unlawful practices are practices "forbidden by law, be it civil or criminal, federal, state, or municipal, statutory, regulatory, or court-made." (*Saunders v. Superior Court* (1994) 27 Cal.App.4th 832, 838–839.) "To state a cause of action based on an unlawful business act or practice under the UCL, a plaintiff must allege facts sufficient to show a

violation of some underlying law." (*Prakashpalan v. Engstrom, Lipscomb & Lack* (2014) 223 Cal.App.4th 1105, 1133.)

A business act or practice is unfair when the conduct "threatens an incipient violation of an antitrust law, or violates the policy or spirit of one of those laws because its effects are comparable to or the same as a violation of the law, or otherwise significantly threatens or harms competition." (*Cel–Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.* (1999) 20 Cal.4th 163, 187.) To establish an unfair business act or practice, a plaintiff must establish the unfair nature of the conduct and that the harm caused by the conduct outweighs any benefits that the conduct may have. (*McKell v. Washington Mutual, Inc.* (2006) 142 Cal.App.4th 1457, 1473.)

Finally, a fraudulent business act or practice is one in which members of the public are likely to be deceived. (*Olsen v. Breeze, Inc.* (1996) 48 Cal.App.4th 608, 618, [" ' "Fraudulent," as used in the statute, does not refer to the common law tort of fraud but only requires a showing members of the public " 'are likely to be deceived' " ' "].) Thus, in order to state a cause of action based on a fraudulent business act or practice, the plaintiff must allege that consumers are likely to be deceived by the defendant's conduct. (*Committee on Children's Television, Inc. v. General Foods Corp.* (1983) 35 Cal.3d 197, 211.)

The FAC alleges defendants unreasonably withheld benefits due under plaintiffs' policy, and unreasonably refused to contact plaintiffs' general contractors and consider their bid estimates. (FAC, ¶ 65.) Plaintiffs claim the value of their property has been substantially diminished; plaintiffs seek declaratory relief and restitution for all monies that defendants unreasonably withheld and retained by means of their unlawful and unfair business practices. (FAC, ¶¶ 65–67.)

Defendants cite *Prudential Home Mortg. Co. v. Superior Court* (1998) 66 Cal.App.4th 1236, 1239 (*Prudential*) to support their argument that plaintiffs must allege facts showing they have no adequate remedy at law. (Dem. at 7:14–20.) It is generally true

that "a proper exercise of the equitable jurisdiction will not give equitable relief in any case where the legal remedy is full and adequate and does complete justice" (*Wilkison v. Wiederkehr* (2002) 101 Cal.App.4th 822, 834 (internal quotations omitted)); and remedies under the UCL are generally limited to injunctive relief and restitution of money or property wrongfully obtained. (Bus. & Prof. Code, § 17203; see *ABC Internat. Traders, Inc. v. Matsushita Electric Corp.* (1997) 14 Cal.4th 1247, 1268; see also *Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.* (1999) 20 Cal.4th 163, 179 [the UCL does not provide for the recovery of "damages, must less *treble* damages, or attorney fees," italics in original]; *Bank of the West v. Superior Court* (1992) 2 Cal.4th 1254, 1266.) However, the court is unaware of any requirement that plaintiffs must plead there is no adequate remedy at law in order to state a UCL claim.

In *Prudential*, borrowers brought actions against real estate lenders for violation of Civil Code section 2941, which requires the beneficiary/trustee (i.e., the lender) to record a reconveyance of the deed of trust after a borrower pays off a secured loan. The statute also provided for a $300 penalty against a lender (subsequently increased to $500) for failure to comply with its mandates. The borrowers sought recovery of the statutory forfeiture amount and alleged an unfair business practice under Business and Professions Code section 17200 seeking equitable relief. The trial court refused the lenders' request to strike the claim for equitable relief. In the writ action filed with the Court of Appeal, the appellate court directed the trial court to strike the claim because the borrowers had an adequate remedy at law. (*Prudential*, *supra*, at p. 1230.) The appellate court agreed that the availability of the statutory relief for violation of the UCL "is subject to fundamental equitable principles, including inadequacy of the legal remedy." (*Id.* at p. 1249.) The appellate court further agreed that the consumers' legal remedies under Civil Code section 2941 were adequate because the statute contained a backup method of obtaining a recorded reconveyance (e.g., a title insurance company may record a release of obligation), and lender remained liable for failing to perform its

statutory obligations even if the backup method was used. " 'This provision, which continues to hold lenders/beneficiaries and trustees liable for nonperformance regardless of the circumstances which prevented performance, indicates the Legislature intended these parties to be primarily responsible for issuing reconveyances. Presumably trustees, and especially lenders/beneficiaries, expose themselves to the risk of at least civil penalties and damages in the event a trustor suffers damages from, for example, lost opportunities during the 75-day period a title insurer holds the necessary documentation for reconveying before recording a release of obligation.' [Citation.]" (*Prudential*, *supra*, at pp. 1249–1250.) "Because the Legislature has prescribed these backup methods … we must assume the statutory remedies are adequate, thus precluding equitable relief under the Business and Professions Code." (*Id.* at p. 1250.)

In this case, the court finds that the FAC alleges a valid UCL claim – plaintiffs allege the following unfair business practices by defendants caused plaintiffs economic injury: unreasonably withholding payments due under the policy; and unreasonably refusing to contact plaintiffs' general contractor or consider their bid estimates. Therefore, the demurrer is overruled.

3.6. IIED

Defendants generally demur to the sixth cause of action for IIED on the grounds that the FAC fails to allege "extreme and outrageous" conduct.

The elements of a cause of action for IIED are: "(1) extreme and outrageous conduct by the defendant with the intention of causing, or reckless disregard of the probability of causing, emotional distress; (2) the plaintiff has suffered severe or extreme emotional distress; and (3) the defendant's outrageous conduct was the actual and proximate causation of the emotional distress." (*Jackson v. Mayweather* (2017) 10 Cal.App.5th 1240, 1265.) "A defendant's conduct is 'outrageous' when it is so " ' 'extreme as to exceed all bounds of that usually tolerated in a civilized community.' ' " (Citation.] And the defendant's conduct must be " ' 'intended to inflict injury or engaged in with the

realization that injury will result.' ' " [Citation.]" (*Hughes v. Pair* (2009) 46 Cal.4th 1035, 1050–1051.) " 'Liability for intentional infliction of emotional distress " 'does not extend to mere insults, indignities, threats, annoyances, petty oppressions, or other trivialities.' [Citation.]" [Citations.] …' " (*Bock v. Hansen* (2014) 225 Cal.App.4th 215, 233.)

Here, the FAC alleges the following conduct resulted in plaintiffs' severe emotional distress: "intentionally excluding and/or undervaluing the costs to repair all of the roof-related damages at Plaintiffs' Home, so that Defendants could unreasonably withhold and refuse to provide benefits due under Plaintiffs' Policy that were required to repair their Home, with Defendants knowing that Plaintiffs' Home would continue to sustain additional damages during every winter that they were forced to endure without their Home's roof-related damages being repaired, and that Plaintiffs would be emotionally harmed and extremely distressed by the roof-related damages spreading throughout their entire Home." (FAC, ¶ 69.)

The court agrees with defendants that the alleged conduct does not rise to the level of "extreme and outrageous." The court sustains the demurrer. Because plaintiffs have not been afforded a previous opportunity to amend, the court will grant all three plaintiffs leave to do so. (*Courtesy Ambulance*, *supra*, 8 Cal.App.4th at p. 1519, fn. 12.)

3.7. Declaratory Relief

The FAC alleges an actual controversy and current dispute exists regarding defendants' obligation to provide, and plaintiffs' right to obtain, the benefits due under plaintiffs' policy.

Defendants demur to the seventh cause of action for declaratory relief "because it is not necessary or proper, as it duplicates the Breach of Contract claim, and Plaintiffs have not pled facts to show an inadequate remedy at law." The court agrees that the declaratory relief claim is duplicative of the breach of contract claim. The demurrer is sustained without leave to amend. (See *Palm Springs Villas II Homeowners Assn., Inc. v.*

Parth (2016) 248 Cal.App.4th 268, 290 [demurrer may be sustained as to duplicative causes of action].)

Motion to Strike

Pursuant to Code of Civil Procedure sections 435 and 436, defendants move to strike Paragraphs 36 through 40 of the FAC (e.g., allegations regarding online customer reviews and the 60 Minutes episode) as irrelevant, false, and/or improper matter. The court notes that defendants' motion to strike does not challenge the prayer for punitive damages.

Defense counsel declares she sent a meet and confer letter to each of the three plaintiffs prior to filing the instant motion. (Meconis Decl., ¶ 3 & Ex. A.) Plaintiffs responded they would not voluntarily amend the FAC. (Meconis Decl., ¶ 4 & Ex. B.)

On December 30, 2025, plaintiffs, who are each proceeding in *pro per*, filed a timely, joint opposition. On January 2, 2026, defendants filed a timely reply.

1. Legal Principles

A motion to strike is generally used to address defects appearing on the face of a pleading that are not subject to demurrer. (*Pierson v. Sharp Memorial Hospital* (1989) 216 Cal.App.3d 340, 342.) "The court may, upon a motion [to strike] …, or at any time in its discretion … [¶] … [s]trike out any irrelevant, false, or improper matter inserted in any pleading." (Code Civ. Proc., § 436, subd. (a).) Like a demurrer, the grounds for a motion to strike must appear on the face of the pleading or from any matter which the court is required to take judicial notice. (Code Civ. Proc., § 437, subd. (a).) On a motion to strike the trial court must read the complaint as a whole, considering all parts in their context, and must assume the truth of all well-pleaded allegations. (*Courtesy Ambulance*, *supra*, 8 Cal.App.4th at p. 1519.)

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2. Discussion

Defendants argue that the purported quotes from anonymous persons are unverifiable and irrelevant to the dispute.[1] (Mtn. at 4:9–11.) "A material allegation in a pleading is one essential to the claim or defense and which could not be stricken from the pleading without leaving it insufficient as to that claim or defense." (Code Civ. Proc., § 431.10, subd. (a).) "An immaterial allegation in a pleading is any of the following: [¶] (1) An allegation that is not essential to the statement of a claim or defense; [¶] (2) An allegation that is neither pertinent to nor supported by an otherwise sufficient claim or defense. [¶] (3) A demand for judgment requesting relief not supported by the allegations of the complaint or cross-cross-complaint." (Code Civ. Proc., § 431.10, subd. (b)(1)–(3).) "An 'immaterial allegation' means 'irrelevant matter' as that term is used in [Code of Civil Procedure] Section 436." (Code Civ. Proc., § 431.10, subd. (c).)

The court strikes Paragraphs 36 through 40 in their entirety because they include allegations that are not essential to the statement of any of plaintiffs' claims. In this ruling, the court does not address the admissibility of any particular evidence at trial.

TENTATIVE RULING # 2: THE DEMURRER IS SUSTAINED IN PART, WITH AND WITHOUT LEAVE TO AMEND, AND OVERRULED IN PART. REFER TO FULL TEXT. PLAINTIFFS' AMENDED COMPLAINT SHALL BE FILED AND SERVED ON OR BEFORE FEBRUARY 20, 2026. FOR ANY AMENDED COMPLAINT FILED HEREIN, PLAINTIFFS ARE DIRECTED TO CLEARLY IDENTIFY EACH PARTY ASSERTING A CLAIM AGAINST EACH DEFENDANT. THE MOTION TO STRIKE IS GRANTED. THE COURT HEREBY STRIKES PARAGRAPHS 36 THROUGH 40 OF THE FIRST AMENDED COMPLAINT. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A

[1] Defendants further argue that the 60 Minutes episode was actually about hurricane claims in Florida handled by an insurer with no affiliation to American Family. This argument, however, is not based on judicially-noticed material or the face of the pleading. Therefore, the court does not consider it.

NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

3. VARVARO v. STATELINE BREWERY LLC, ET AL., 24CV0605

(A) Motion for Trial Preference

(B) Case Management Conference

Motion for Trial Preference

This matter was continued from January 23, 2026, to allow plaintiff an opportunity to submit further medical documentation in support of her motion. There is no new documentation in the court's file since the last hearing. Therefore, the court denies plaintiff's motion for trial preference.

Case Management Conference

Appearances are required at 1:30 p.m., Friday, February 6, 2026, in Department Four for the Case Management Conference.

TENTATIVE RULING # 3:

(A) MOTION FOR TRIAL PREFERENCE: THE MOTION FOR TRIAL PREFERENCE IS DENIED. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

(B) CASE MANAGEMENT CONFERENCE: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, FEBRUARY 6, 2026, IN DEPARTMENT FOUR FOR THE CASE MANAGEMENT CONFERENCE.

4. BAILEY v. COUNTY OF EL DORADO, 24CV1675

(A) Demurrer

(B) Motion to Strike

Demurrer

Pursuant to Code of Civil Procedure section 430.10, subdivision (e), defendant County of El Dorado ("defendant") generally demurs to plaintiff Leo Bailey's ("plaintiff") second amended complaint ("SAC"), filed July 21, 2025, on the ground that it fails to state a claim. Defense counsel declares he met and conferred with plaintiff via teleconference prior to filing the instant demurrer, in compliance with Code of Civil Procedure section 430.41, subdivision (a). (Little Decl., ¶ 3.)

On December 24, 2025, plaintiff filed a timely opposition. On January 2, 2026, defendant filed a timely reply.

1. Background

On October 15, 2020, the El Dorado County Sheriff's Department, a department of defendant, arrested plaintiff on Emerald Bay Road in South Lake Tahoe, California. (SAC, ¶ 3.) During the arrest, the Sheriff's Department seized plaintiff's personal property, including rare and unique seeds, seeds purchased with Bitcoin, hemp strain, a repository of diverse seed genetics, custom-developed nutrients, and cryptocurrency. (SAC, ¶¶ 3, 8.)

Following the arrest, a criminal action was brought against plaintiff in El Dorado Superior Court Case No. S20CRF0153-1. (SAC, ¶ 4.) The court denied plaintiff reasonable bail. (SAC, ¶ 51.) Detective Roberts knowingly and falsely alleged to "Judgment Kingsbury" that plaintiff derived substantial income from illegal drug sales — a claim unsupported by evidence, and which resulted in an unjustified "no bail" order under Penal Code section 1275.1. (SAC, ¶ 59.)

Plaintiff is of Puerto Rican heritage. (SAC, ¶ 52.) He alleges defendant's personnel publicly accused him of "international drug trafficking," referencing Puerto Rico, without any evidentiary basis. (SAC, ¶ 53.) This tarnished plaintiff's reputation. (SAC, ¶ 53.) Plaintiff claims that, as a result of his Puerto Rican heritage, he was subject to racial discrimination where he was treated different than his co-defendants, who did not share plaintiff's Puerto Rican background. (SAC, ¶¶ 54–58.)

"Defendant's deputies also engaged in disparate treatment by: refusing to return Plaintiff's lawfully owned seeds and digital assets while returning or promptly releasing co-defendants' property; making public statements insinuating Plaintiff's involvement in large-scale cross-border narcotics crimes, while making no comparable statements about co-defendants; and wrongly attributing psilocybin mushrooms found in a co-defendant's loft to Plaintiff, further demonstrating a pattern of selective accusation targeting Plaintiff." (SAC, ¶ 60.)

Ultimately, a jury acquitted plaintiff on the criminal charges. (SAC, ¶ 5.) Following his acquittal, plaintiff filed a noticed motion in the criminal case for the release of his personal property. (SAC, ¶ 6.) The court granted the motion. (SAC, ¶ 6.)

In December 2023, when plaintiff sought to recover his seized property pursuant to the court's order, he was informed that much of the property had been lost or destroyed while in the exclusive custody and control of the Sheriff's Department. (SAC, ¶ 7.)

Plaintiff's SAC asserts two causes of action: (1) deprivation of property rights under 42 U.S.C. § 1983 ("Section 1983");[2] and (2) "violation of due process equal protection under state and federal Constitution."

[2] Plaintiff's deprivation of property claim in the original complaint was based on the Equal Protection and Takings Clauses of the California and federal Constitutions. On February 7, 2025, the court sustained defendant's demurrer to the deprivation of property claim with and without leave to amend. As to the Equal Protection Clause theory, the court sustained the demurrer with leave to amend, as the original complaint

2. Request for Judicial Notice

Pursuant to Evidence Code section 452, subdivision (d), the court grants defendant's request to take judicial notice of (1) plaintiff's first amended complaint filed in this case; (2) the docket from plaintiff's criminal action in Case No. S20CRF0153-1; and (3) the court's July 7, 2025, Order after Hearing.

Plaintiff also requests the court to take judicial notice of the court's tentative ruling in this case dated June 13, 2025. Having granted defendant's request for judicial notice of the July 7, 2025, Order after Hearing (which attaches a copy of the tentative ruling), the court denies the request as duplicative.

3. Legal Principles

"[A] demurrer challenges only the legal sufficiency of the complaint, not the truth or the accuracy of its factual allegations or the plaintiff's ability to prove those allegations." (*Amarel v. Connell* (1998) 202 Cal.App.3d 137, 140.) A demurrer is directed at the face of the complaint and to matters subject to judicial notice. (Code Civ. Proc., § 430.30, subd. (a).) All properly pleaded allegations of fact in the complaint are accepted as true, however improbable they may be, but not the contentions, deductions or conclusions of facts or law. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318; *Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.) A judge gives "the complaint a reasonable interpretation, reading it as a whole and its parts in their context." (*Blank*, *supra*, 39 Cal.3d at p. 318.)

4. Discussion

4.1. Deprivation of Property Rights Claim

The SAC alleges that, pursuant to Section 1983, defendant deprived plaintiff of property without due process of the law, in violation of the Fourteenth Amendment to

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failed to specifically identify the specific policy, practice or custom that caused the alleged constitutional violation. As to the Takings Clause theory, the court sustained the demurrer without leave to amend.

the United States Constitution, where defendant lost, destroyed, or withheld plaintiff's property after seizing it. (SAC, ¶¶ 12–13.)

The Fourteenth Amendment due process clause provides that no state may "deprive any person of life, liberty, or property without due process of law." (U.S. Const., 14th Amend., § 1.) A Section 1983 claim typically provides a cause of action against individual persons: state and local officials who violate constitutional and statutory rights while acting "under color of" state law. In *Monell v. Dep't of Soc. Servs.* (1978) 436 U.S. 658, 691, the United States Supreme Court allowed a Section 1983 claim against a local government entity (rather than a person), but only in a limited way. The Supreme Court held that government entities are not liable for the acts of their employees under Section 1983 under the theory of respondeat superior that makes private employers liable for employee actions. Rather, a government entity can be liable only "when execution of a government policy or custom … inflicts the injury." (*Id.* at p. 694; *Pitts v. County of Kern* (1998) 17 Cal.4th 340, 349.)

Thus, a *Monell* claim arises from either "an express government policy" or "a custom or practice so widespread in usage as to constitute the functional equivalent of an express policy." (*Choate v. County of Orange* (2000) 86 Cal.App.4th 312, 328; *City of Canton, Ohio v. Harris* (1989) 489 U.S. 378, 389 ["a municipality can be liable under § 1983 only where its policies are the 'moving force [behind] the constitutional violation.' "].) To state a Section 1983 cause of action against a local government entity, a plaintiff must allege the following: "(1) that he possessed a constitutional right of which he was deprived; (2) that the municipality had a policy; (3) that this policy 'amounts to deliberate indifference' to the plaintiff's constitutional right; and (4) that the policy is the 'moving force behind the constitutional violation.' " (*Oviatt v. Pearce* (9th Cir. 1992) 954 F.2d 1470, 1474, quoting *City of Canton*, *supra*, at pp. 389–391; accord, *Venegas v. County of Los Angeles* (2004) 32 Cal.4th 820, 829 ["cities, counties, and local officers sued in their official capacity [under Section 1983] … may be held

directly liable for constitutional violations carried out under their own regulations, policies, customs, or usages"].)

In this case, the SAC identifies the following policies, customs, or practices as the moving force behind defendant's alleged deprivation of plaintiff's property: (1) inadequate procedures for safeguarding or inventorying arrestee property; (2) the failure to return lawfully held property upon acquittal or court order; and (3) the failure to adequately train and supervise personnel in these procedures. (SAC, ¶ 14.) "Alternatively, the Defendant ratified or acquiesced in these violations through inaction or official tolerance." (SAC, ¶ 14.)

The court finds the SAC fails to allege any specific policy that amounts to deliberate indifference of plaintiff's constitutional right. Further, as defendant correctly argues, there is no allegation of a custom or practice where the SAC makes no allegation of any prior, similar violations establishing a custom or practice.

The demurrer to the first cause of action is sustained. Because plaintiff has previously been afforded an opportunity to amend, and his opposition brief does not articulate how further amendment could cure the defect, the court denies further leave to amend. (*Roman v. County of Los Angeles* (2000) 85 Cal.App.4th 316, 322.)

4.2. Due Process / Equal Protection Claim

As an initial matter, the second cause of action for "violation of due process equal protection under state and federal Constitution" fails to identify Section 1983. "Plaintiff has no cause of action directly under the United States Constitution…. [A] litigant complaining of a violation of a constitutional right must utilize 42 U.S.C. § 1983." (*Azul-Pacifico, Inc. v. City of Los Angeles* (9th Cir. 1992) 973 F.2d 704, 705.)

As previously discussed, to state a Section 1983 cause of action against a local government entity, a plaintiff must allege the following: "(1) that he possessed a constitutional right of which he was deprived; (2) that the municipality had a policy; (3) that this policy 'amounts to deliberate indifference' to the plaintiff's constitutional

right; and (4) that the policy is the 'moving force behind the constitutional violation.' " (*Oviatt v. Pearce* (9th Cir. 1992) 954 F.2d 1470, 1474, quoting *City of Canton*, *supra*, at pp. 389–391; accord, *Venegas v. County of Los Angeles* (2004) 32 Cal.4th 820, 829 ["cities, counties, and local officers sued in their official capacity [under Section 1983] … may be held directly liable for constitutional violations carried out under their own regulations, policies, customs, or usages"].)

Defendant raises the same arguments as the first cause of action, that the SAC fails to adequately allege the policy, custom, or practice, that was the moving force behind the alleged racial discrimination. Additionally, defendant argues there is no allegation that (1) anyone at the County knew, suspected, or should have known or suspected that plaintiff was Puerto Rican; or (2) anyone working for the County displayed anti-Puerto Rican animus towards plaintiff. The court agrees with defendant and sustains the demurrer. Having previously been afforded an opportunity to amend, the court will deny plaintiff further leave to amend. (*Roman*, *supra*, 85 Cal.App.4th at p. 322.)

Motion to Strike

Having sustained the demurrer to the SAC without leave to amend, the court denies the motion to strike as moot.

TENTATIVE RULING # 4: THE DEMURRER IS SUSTAINED WITHOUT LEAVE TO AMEND. THE MOTION TO STRIKE IS DENIED AS MOOT. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

5. POTTS v. DEPT. OF MOTOR VEHICLES, SC20180225

Status Conference

TENTATIVE RULING # 5: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, FEBRUARY 6, 2026, IN DEPARTMENT FOUR.