Tentative Rulings for June 24, 2026
Department 10

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

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

To request oral argument, no later than 4:30 p.m. on the court day before the hearing you must (1) notify the judicial secretary for Department 10 at (760) 904-5722 and (2) inform all other parties of the request and of their need to appear remotely, as stated below. If no request for oral argument is made by 4:30 p.m., the tentative ruling **will become the final ruling** on the matter effective the date of the hearing. **UNLESS OTHERWISE NOTED, THE PREVAILING PARTY IS TO GIVE NOTICE OF THE RULING.**

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

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

- Call-in Numbers: 1-833-568-8864 (Toll Free), 1-669-254-5252, 1-669-216-1590, 1-551-285-1373 or 1-646-828-7666
- Meeting Number: 161 888 5460

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

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

1.

CASE #	CASE NAME	HEARING NAME
CVRI2302786	TANAGHO VS REYNOLDS SPORTS MANAGEMENT	DEFENDANT TC SPORTS GROUP, LLC, MOTION FOR SUMMARY JUDGMENT

Tentative Ruling: The Court **GRANTS** Defendant TC Sports Group, LLC's, unopposed Motion for Summary Judgment

Facts/Procedural Summary

Plaintiff Eman Tanagho is the surviving mother of decedent, Jamil Tanagho, who brings a wrongful death action under CCP §377.60. Big League Dreams Sports Park in Chino Hills is a large-scale sports park that hosts youth baseball. There are nine (9) separate locations of Big League Dreams Sports Parks. (Complaint ¶¶7-8.) In January 2021, Reynolds Sports Management purchased the rights to operate all nine locations. (¶10.) The City of Chino Hills is the owner of the Chino Hills Big League Dreams location. The City leased the premises to Big League Dreams Chino Hills, LLC and Reynolds Management who operated the sports field. (¶11.)

On May 27, 2022, Jamil Tanagho, who was 31 years old, was playing in an organized adult softball game at the Big League Dreams Chino Hills location. (¶12.) During the game, Jamil was running to the dugout and suddenly collapsed and fell to the ground due to a sudden cardiac arrest (SCA). (¶12.) The Complaint alleges that neither the City nor Big League Dreams had an Emergency Medical Technician (EMT) available to use an Automated External Defibrillator (AED) on Jamil, which Plaintiff contends would have greatly increased his likelihood of survival. (¶12.) The paramedics were called, and Jamil was transported to the Chino Valley Medical Center where he was pronounced dead at approximately 7:45 pm (about 45 minutes after the initial collapse). (¶13.)

The only cause of action alleged is wrongful death based on negligence. The instant motion for summary judgment is brought by Defendant TC Sports Group, LLC. It is unopposed.

EVIDENCE SUPPORTING MOTION (CCP §437c(b)(1)):

Attorney Byassee provides a copy of the Complaint (Exhibit A), a copy of Defendant's Answer (Exhibit B), a copy of Defendant City of Chino Hills' Request for Production of Documents propounded to Plaintiff Eman Tanagho (Exhibit C), and a copy of Plaintiff's verified response to the discovery (Exhibit D).

Declaration of Christopher Simonson, General Manager of Big League Dreams

Simonson explains Jamil Homsi signed and submitted a Waiver & Release before participating in any activities at the Sports Park. (¶7.) Simonson authenticates a copy of the signed Waiver & Release, attached as Exhibit A. Simonson further explains on the date of the incident there was no requirement for the maintenance of Automated External Defibrillators (AEDs) or medical personnel at the Sports Park. (¶8.) Simonson

explains Big League's protocol in the event of an emergency at the Sports Park is to call 9-1-1. (¶9.)

Declaration of Benjamin Montgomery, City Manager of City of Chino Hills

Montgomery explains on June 22, 1999, the City entered into a lease agreement with Big League Dreams Chino Hills, LLC where the City, as landlord and owner, agreed to develop a multi-purpose recreational sports facility and Big League, as tenant, agreed to maintain and operate the Sports Park. (¶3.) On May 27, 2022, the City was the owner of the Sports Park. (¶4.) On the same date, Big League was leasing the Sports Park from the City. (¶5.) On the same day, the City did not have any policies requiring the maintenance of Automated External Defibrillators (AEDs) or medical personnel at the Sports Park. (¶6.)

Declaration of Billy LeTellier, Dir. of Executive Affairs of Big League Dreams USA, LLC

LeTellier explains on the date of the incident TC Sports Group, LLC was the parent and an affiliated entity of Big League Dreams USA, LLC and Big League Dreams Chino Hills, LLC.

Exhibit A to Simonson Declaration – Waiver & Release signed by Decedent

The document states, in relevant part:

> **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**
>
> I acknowledge that entering and using the Big League Dream Sports Park…carry risks…serious injuries also may occur during games or other activities I…may participate in or observe while on the premises, including injuries which may result from the action or inaction or negligence of the released parties (defined below)…I knowingly and voluntarily assume these and all other risks…
>
> **RELEASE AND WAIVER**
>
> In consideration for the right to use the park, I and on behalf of, as applicable,…my heirs, executors and assigns, intend to and hereby do (a) release Big League Dreams Chino Hills, LLC…and their parent and affiliate entities and the officers, members, managers, owners, directors, contractors, employees, umpires…and agents of each of the foregoing entities and the City of Chino Hills and its elected officials, officers and employees (collectively the "released parties") from or with respect to any and all premises or other liability from any cause whatsoever (including, without limitation, negligence in rendering, or not rendering, medical or emergency aid) and for any and all loss of life, bodily injury…and/or other loss I…may suffer or incur in, about or en route to or from the park premises, whether or not any such loss is cause in whole or in part by the action, inaction or negligence of any released party…; and (b) waive any and all right I or they may have to make a claim against or to sue any released party for any such loss of life, injury, damage or other loss.

ANALYSIS

The wrongful death cause of action gives the representatives of a decedent as totally new right of action to compensate the heirs for the loss of companionship or other losses suffered as a result of the decedent's death. (*Quiroz v. Seventh Ave. Center* (2006) 140 Cal. App. 4th 1256, 1263.) The elements of a wrongful death cause of action are: (1) wrongful act or neglect on the part of one or more persons that (2) causes (3) the death of another person. (*Norbart v. Upjohn Co.* (1999) 21 Cal. 4th 383, 390.) To establish proximate cause in a wrongful death case, the wrongful act must be a substantial factor in bringing about the death. (*Bromme v. Pavitt* (1992) 5 Cal. App. 4th 1487, 1497.) "The actor's negligent conduct is not a substantial factor in bringing about harm to another if the harm would have been sustained even if the actor had not been negligent." (*Id* at 1498.)

Defendant first argues that the Waiver and Release signed by Decedent is valid and bars Plaintiff's claims. A release may negate the duty element of a negligence action. *(Benedek v. PLC Santa Monica* (2004) 104 Cal. App. 4th 1351, 1356) An exculpatory contract releasing a party from liability for future negligence is valid unless it is prohibited by statute or impairs public interests. (*Grebing v. 24 Hour Fitness* (2015) 234 Cal. App. 4th 631, 637.) "Exculpatory agreements in the recreational sports context do not implicate the public interest and therefore are not void as against public policy." (*Benedek, supra*, 104 Cal. App. 4th at 1356-1357.) This includes a release of all premises liability. (Id at 1359.) The scope of the release is determined the express language of the contract and may apply to all acts of negligence on the part of the defendant, including risks for which plaintiff had no prior knowledge. (Id at 1357.) "With respect to the question of express waiver, the legal issue is not whether the particular risk of injury appellant suffered is inherent in the recreational activity to which the Release applies." (*Cohen v. Five Brooks Stable* (2008) 159 Cal.App.4th 1476, 1484.) To be a valid release, the waiver must be "clear, unambiguous, and explicit in expressing the intent of the subscribing parties." (Id at 1485.)

Express assumption of the risk involves an agreement by the plaintiff to assume the risks of a particular activity and to relieve the defendant from liability. (*Ferrell v. Southern Nev. Off-Road Enthusiasts, Ltd*. (1983) 147 Cal.App.3d 309, 318.) So long as the express agreement to assume the risk does not violate public policy, it will be upheld and will constitute a complete bar to a negligence cause of action. (*Madison v. Superior Court* (1988) 203 Cal.App.3d 589].) "When parties intend for an express assumption of risk provision to exceed the inherent risk of the endeavor for which the release is signed, it is especially important for parties to clearly, explicitly and comprehensibly state the inclusion of noninherent risks." (*Zipusch v. LA Workout, Inc.* (2007) 155 Cal. App. 4th 12811289.)

The Release states, in pertinent part, that decedent "release[s] Big League Dreams Chino Hills, LLC…and their parent and affiliate entities and the officers, members, managers, owners, directors, contractors, employees, umpires…and agents of each of the foregoing entities and the City of Chino Hills and its elected officials, officers and employees (collectively the "released parties") from or with respect to any and all premises or other liability from any cause whatsoever (including, without

limitation, ***negligence in rendering, or not rendering, medical or emergency aid***) and for any and all loss of life, bodily injury…" (emphasis added.)

Plaintiff's claims are based on the allegation that Defendants "breached their respective duty of care owed to [decedent] by failing to have an EMT and an AED available for use on [decedent]" (Comp. ¶20). Plaintiff alleges decedent died as a result of Defendants' negligence while playing an adult softball game at Big League Dreams Chino Hills. (Comp. ¶12.) Thus, Plaintiff's claims are based on an act of negligence by Defendants related to use of the Big League Dreams facilities, which is directly covered by the Release. Defendants have met their initial burden to show that the Release bars Plaintiff's claim.

As the motion is unopposed, Plaintiff has not provided any evidence of triable issues of material fact.

2.

CASE #	CASE NAME	HEARING NAME
CVRI2402696	SALAZAR VS COUNTY OF RIVERSIDE	MOTION FOR SUMMARY JUDGMENT

Tentative Ruling: The Court continues this matter to Friday, July 17, 2026 at 1:30 p.m.

3.

CASE #	CASE NAME	HEARING NAME
CVRI2502763	SABREE VS CREEK HOMES, LLC	DEFENDANT CREEK HOMES, LLC DEMURRER ON 1ST AMENDED COMPLAINT

Tentative Ruling: The Court GRANTS Creek's requests for judicial notice of Exhibits 1 through 3. The Court OVERRULES the demurrers in full. Defendants shall file an Answer in 30 days.

Factual / Procedural Context

This is a habitability dispute between tenant and landlord. In December 2021, Plaintiff Aaliyah Sabree ("Plaintiff") became a tenant of a home located at 11026 Evergreen Loop, Corona, CA ("Property"), which is legally owned by Defendant Creek Homes, LLC ("Creek") and managed by Defendant Sudman Enterprises, Inc. dba Management One ("Management One").

Plaintiff alleges that the Property suffered ongoing water intrusion from roof leaks, plumbing leaks, HVAC leaks, and exterior sources that allowed water to migrate into the home. The Property experienced improper ventilation, strong musty and offensive odors, and dampness in habitable rooms. The water intrusion resulted in loss of use of the home and severe microbial contamination, including amplification of bacteria, mold growth, and dust mites, rendering the property uninhabitable and causing Plaintiff to suffer allergic, irritant, and infectious conditions, including asthma, allergic rhinitis, and chronic sinusitis. As a result, Plaintiff alleges she was forced to move out of the Property in July 2023.

On September 8, 2025, Plaintiff filed the operative First Amended Complaint ("FAC") against Creek and Management One (collectively, "Defendants"), asserting causes of action for (1) negligence; (2) breach of warranty of habitability (against Creek only); and (3) private nuisance.

***

Creek demurs to the FAC on the grounds that all causes of action alleged therein do not state facts sufficient to constitute a cause of action against it. Specifically, Creek argues that Plaintiff's claims were all previously litigated in an unlawful detainer action ("UD Action") that Creek brought against Plaintiff's mother, Shelley Flowers ("Shelley"), who was the lessee of the Property, and Plaintiff's brother, Londonn Sabree ("Londonn"). Creek contends that it entered into a settlement agreement and release ("Agreement") with Shelley and Landon, in which Shelley and her heirs, successors, and assigns released all known claims for mold-related injuries against Creek. Accordingly, Creek argues that Plaintiff is bound to the Agreement, and as such, her claims for mold-related injuries are barred. Management One essentially joins the arguments made by Creek in support of its demurrer.

In opposition, Plaintiff argues that she alleged sufficient facts to state valid causes of action against Defendants, and that the Agreement is not binding on her legal right to file these claims in this action because Plaintiff was not a party to it. Plaintiff argues that this Court has jurisdiction over the instant matter, and thus, the demurrer should be overruled.

In reply, Defendants argue that, although Plaintiff was not a signatory to the Agreement, Plaintiff is bound by the release as an intended third-party beneficiary and "heir" under the Agreement. Defendants contend that Plaintiff falls within the express class of released persons and that contractual intent must be determined from the writing alone under Civ. Code §§ 1639 and 1641, applying the rule against surplusage. Defendants further assert that Plaintiff's claims are barred by the primary rights doctrine because they arise from the same injury previously settled, and that Plaintiff cannot accept the settlement's benefits while repudiating its burdens. Defendants therefore request that the Court sustain the demurrer without leave to amend.

On April 7, 2026, the Court held a hearing on the instant demurrers. Plaintiff's counsel informed the Court that after he received Management One's reply, he realized that the Agreement was signed by an employee of Management One who was not employed by Creek. Plaintiff argued that under C.C.P. § 664.6, only a party or its attorney can sign a settlement agreement. Accordingly, Plaintiff alleges that the underlying Agreement is void and unenforceable, and as such, does not bar Plaintiff from bringing this action against Creek. In light of this argument, the Court requested that the parties submit supplemental briefing as to the applicability of C.C.P. § 664.6 to the pending demurrers.

In her supplemental brief, Plaintiff argues that C.C.P. § 664.6 only authorizes a party or attorney who represents the party to sign a settlement agreement. Plaintiff

contends that the Agreement was executed by a Management One employee, who Plaintiff alleges was a non-party and non-attorney without the authority to sign the Agreement or bind Defendant to its terms.

In its supplemental opposition, Creek argues that C.C.P. § 664.6 does not apply to its demurrer, as Creek is not invoking the statute's summary enforcement mechanism. Rather, Creek contends that it is asserting a contractual release clause, under general contract law, as a binding affirmative defense to bar Plaintiff's tort claims. Creek then argues that agreements that are not valid under § 664.6 are still enforceable as contracts under the terms of general contract law, as noted in *Kilpatrick v. Beebe* (1990) 219 Cal.App.3d 1527 and *Nicholson v. Barab* (1991) 233 Cal.App.3d 1671. Creek argues that the Agreement is a valid and binding contract because it was signed by an employee of Management One, Creek's property manager, who was delegated the authority to settle, compromise, and release actions and suits by the Property Management Agreement executed between Defendants.

Management One's supplemental opposition essentially reiterates Creek's arguments.

In her supplemental reply, Plaintiff acknowledges that Defendants are not trying to enforce the Agreement under C.C.P. § 664.6, but contends that the Agreement is not valid or enforceable because it was never properly executed due to § 664.6's signature requirements. Plaintiff then attempts to re-argue that the Agreement is not binding upon her because she never consented to the Agreement.

Request for Judicial Notice

Creek seeks judicial notice of documents filed in the unlawful detainer action that it brought against Shelley Flowers, Londonn Sabree, and Does 1 to 10, *Creek Homes LLC v. Flowers, et al.,* Case No. UDCO2301436 ("UD Action"); specifically, the Complaint, Settlement Agreement ("Agreement"), and Register of Actions. (Request for Judicial Notice ["RJN"], Exhs. 1-3, respectively). The Court GRANTS the Request for Judicial Notice per Evid. Code § 452(d). The existence and contents of the Agreement and Release are proper subjects for judicial notice. (*See Chacon v. Union Pacific Railroad* (2020) 56 Cal.App.5th 565, 572-573 ["The existence and contents of a written agreement may be the proper subject of judicial notice if there is no factual dispute that the document is genuine and accurate…Taking judicial notice of a written agreement's contents is not the same as taking judicial notice of a particular interpretation of the agreement."] [original emphasis].)

Analysis

I. Meet and Confer

C.C.P. § 430.41 requires a meet and confer in person, by telephone, or by videoconference prior to filing a demurrer. Management One complied. (Trejo Decl., ¶ 2.) Although Creek's counsel only exchanged letters and emails with Plaintiff (Imbulamure Decl., ¶ 4), the evidence shows that the parties conferred at the hearing and continued to meet and confer on the merits of Creek's demurrer via email and letter

before submitting their supplemental briefs (Purdy Decl. II, ¶ 11). Accordingly, the Court finds that Creek substantially complied with the meet and confer requirements.

II. Merits

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.)

Here, the judicially noticed documents show that on December 17, 2021, Shelley and Londonn entered into a Rental Agreement with Management One to lease the Property for a term of 12 months, to continue as a month-to-month lease. (RJN, Exh. 1, Exh. 1.) Management One was listed as the landlord as an agent for the owner. (*Id*.) The tenants were listed as Shelley, Londonn, “and 1 child.” (*Id*.) Plaintiff does not dispute that she was the “1 child” named as a tenant on the Rental Agreement, and the FAC alleges that Plaintiff moved into the property in December 2021. (FAC, ¶ 2.)

On August 21, 2023, Creek filed the UD Action against Shelley, Londonn, and Does 1 to 10, who were identified as “All Unknown Occupants.” (RJN, Exh. 1, ¶ 6.c.) The UD Action sought damages, including past-due rent, as of September 1, 2023. (RJN, Exh. 1, ¶ 19.)

On October 23, 2023, Shelley, Londonn, and Ronnie W. Sudman signed the Agreement, which stated that a judgment for possession of the Property shall be lodged in favor of Creek, and that Shelley, Londonn, and all occupants shall vacate the Property by November 14, 2023. (RJN, Exh. 2 [“Agreement”].) Paragraph 13 of the Agreement (“Release”) states:

> Pursuant to this Stipulation, the parties further release each other from all claims, known or unknown. Defendants have alleged there is the presence of mold within the Premises. The undersigned acknowledges that this release includes all injuries and damages to any party and/or property whatsoever, including economic injuries whether such injuries and damages were known or unknown, foreseen or unforeseen, and whether they are patent, latent or occur later, as well as personal injury damages

relating to occupancy of the Premises. Without limiting the generality of any other term or provision, the undersigned on behalf of himself, herself, or itself, and his, her, or its successors, representatives, and assigns expressly, irrevocable and specifically waives the benefit of the provisions of Section 1542 of the Civil Code of the State of California which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

(Agreement, ¶ 13.)

Plaintiff's FAC asserts causes of action for negligence, breach of the implied warranty of habitability, and private nuisance based on allegations of bacteria growth, mold growth, dust mites, and fungal and biological contamination at the Property between December 2021 and July 2023. (FAC, ¶ 3-4.) Defendants assert that each of Plaintiff's claims are barred by the terms of the Release.

Release is an affirmative defense. (*Anderson v. Fitness Internat. LLC* (2016) 4 Cal.App.5th 867, 877, fn. 3.) A demurrer based on an affirmative defense will be sustained only where the face of the complaint and matters judicially noticed clearly disclose the defense or bar to recovery. (*Favila v. Katten Muchin Rosenman LLP* (2010) 188 Cal.App.4th 189, 224 [demurrer based on an affirmative defense will not lie unless it clearly appears on the face of the complaint and matters of which the court may properly take judicial notice that the cause of action is necessarily barred]; *accord, Stella v. Asset Management Consultants, Inc*. (2017) 8 Cal.App.5th 181, 191 ["[a]lthough a general demurrer does not ordinarily reach affirmative defenses, it 'will lie where the complaint "has included allegations that clearly disclose some defense or bar to recovery" ' "]; *see Marina Tenants Assn. v. Deauville Marina Development Co.* (1986) 181 Cal.App.3d 122, 130, 131-132 [where trial court properly took judicial notice of master lease agreement, master lease was treated "as having been pled in its entirety"]; *Helix Land Co. v. City of San Diego* (1978) 82 Cal.App.3d 932, 937 ["relevant matters of which the trial court could have taken notice" may be treated "as having been pleaded" for purposes of demurrer].) "Where the complaint's allegations or judicially noticeable facts reveal the existence of an affirmative defense, the plaintiff must 'plead around' the defense, by alleging specific facts that would avoid the apparent defense. Absent such allegations, the complaint is subject to demurrer for failure to state a cause of action." (*Esparza v. County of Los Angeles* (2014) 224 Cal.App.4th 452, 459 [internal punctuation and citations omitted].)

Here, Plaintiff argues that the Release is unenforceable as a settlement agreement under C.C.P. § 664.6 because it was signed by Management One and not by Creek. Plaintiff further contends that the Release is not valid or enforceable as a contract because there was no mutual assent, as Plaintiff was not a signatory to the Agreement, and did not consent to its terms or authorize Shelley or Landonn to execute it on her behalf.

To the extent that Plaintiff argues that Shelley and Landonn would not have executed the Agreement if they had known that it was signed by Management One rather than Creek, the Court cannot consider this argument because it relies on extrinsic evidence that is not reflected on the face of the FAC or judicially noticed documents. (*Southern Pacific Land Co. v. Westlake Farms, Inc.* (1987) 188 Cal.App.3d 807, 817 [“ ‘Because the demurrer tests the pleading alone, and not the evidence or other extrinsic matters, it lies only where the defects appear on the face of the pleading.’ [Citation.]”].)

Defendant contends that this demurrer is not an action to enforce the terms of the Agreement under C.C.P. § 664.6, and as such, Management One had authority to enter into the Agreement on its behalf. Defendant further argues that the Agreement and Release are valid and enforceable based on general contract law principles and bind Plaintiff as a third-party beneficiary.

A. C.C.P. § 664.6 Does Not Apply

The terms of a settlement agreement may be enforced in various ways. The straightforward method is via C.C.P. § 664.6, which provides a summary procedure for specifically enforcing a settlement contract without the need for a new lawsuit, which requires a written settlement agreement signed by the parties or the parties to consent before the judge. (*See Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 809.)

To enforce the terms of a written settlement agreement under C.C.P. § 664.6, the agreement must be signed by the parties or their attorneys of record. (C.C.P. § 664.6(b).) In this case, the parties all concede that the Agreement was signed by Sudman, who was an employee of Management One and not Creek, the party to the UD Action. However, Defendants clarify that they are not bringing their demurrers under the summary enforcement procedure of C.C.P. § 664.6, but rather to assert an affirmative defense that Plaintiff’s claims are barred as a matter of law. In her supplemental reply, Plaintiff concedes that she “is aware that, at this point, the Defendant is not trying to enforce CCP § 664.6.” (Suppl. Reply, p. 2.)

Plaintiff then argues that the Agreement included C.C.P. § 664.6 as a material term, and as such, the statute’s requirement that the Agreement be signed by a party or party’s attorney applies. However, Defendant points out that the Agreement only mentions C.C.P. § 664.6 in paragraph 9, which states that judgment be entered under this section “but only upon a finding that Defendant has not vacated the property as agreed upon in Paragraph 2.” (Agreement, ¶ 9.) Defendant contends that Shelley and Londonn vacated the Property as agreed, and as such, § 664.6 was never triggered. (Suppl. Opp., p. 4.)

Given the above, the signature requirements of C.C.P. § 664.6 do not apply to the instant case.

B. The Release Does NOT Bar Plaintiff’s Claims

The terms of a settlement agreement that does not comply with the requirements of C.C.P. § 664.6 may nevertheless be enforced in other ways, e.g., a summary

judgment motion, a separate suit in equity, or an amendment to the pleadings. (*Levy v. Superior Court* (1995) 10 Cal.4th 578, 586, n. 5; *see Robertson v. Chen* (1996) 44 Cal.App.4th 1290,1293 ["Section 664.6 is not the exclusive means of enforcing a settlement agreement; it is simply a summary procedure available when certain prerequisites are satisfied"].)

"A settlement agreement is a contract, and the legal principles which apply to contracts generally apply to settlement contracts." (*Weddington, supra,* 60 Cal.App.4th at 810.) The essential elements of a contract are: (1) parties capable of contracting; (2) their consent; (3) a lawful object; and (4) a sufficient cause or consideration. (C.C.P. § 1550.)

In her initial opposition, Plaintiff does not dispute that the Agreement is a valid or enforceable contract. In her supplemental reply, Plaintiff argues that the Agreement is not valid or enforceable because it was signed by Sudman, who Plaintiff contends does not possess the legal authority to bind Creek to its terms under section 664.6. (Suppl. Reply, p. 4.) Although Defendants present evidence of a Property Management Contract authorizing Management One to act as an agent and enter into the Agreement with Plaintiffs (Imbulamure Decl. II, Exh. 2, Exh. A), as noted above, the Court may not consider extrinsic evidence in ruling upon a demurrer. However, as noted above, section 664.6 does not apply to this matter. Accordingly, there is no dispute that the Agreement is a valid and enforceable contract.

The issue is whether the terms of the Agreement and Release can be enforced against Plaintiff. The parties argue at great length whether Plaintiff is a third-party beneficiary under the Agreement. However, the Court need not consider this argument, as the express terms of the Release do not bar Plaintiff's claims of her own injuries arising from mold at the Property.

Specifically, the Release acknowledges that "Defendants have alleged there is the presence of mold within the Premises," and further states that "[t]he undersigned acknowledges that this release includes all injuries and damages to *any party* and/or property whatsoever, including economic injuries whether such injuries and damages were known or unknown, foreseen or unforeseen, and whether they are patent, latent or occur later, as well as personal injury damages relating to occupancy of the Premises." (Agreement, ¶ 13 [emphasis added].) Accordingly, the express terms of the Release only cover any personal injury damages to "any party" to the Agreement or UD Action.

Here, the Agreement defines "Parties" as Creek Homes LLC, Shell[e]y Flowers, and Londonn Sabree. (Agreement, p. 1.) Further, the judicially noticed documents show that only Shelley and Londonn were named as defendants in the UD Action, and only Shelley and Londonn signed the Agreement and Release. (RJN, Exhs. 1 and 2.) Although Defendants argue that Plaintiff may be considered a party because she was referenced in the underlying Rental Agreement as "1 minor child," Plaintiff contends that the FAC alleges that she moved out of the Property in July 2023, and the UD Action was premised upon unpaid rent beginning in August 2023, when Plaintiff was no longer an occupant of the Property. Indeed, the UD Action's Three-Day Notice states that rent was unpaid beginning August 1, 2023. (RJN, Exh. 1, Exh. 2.) Accordingly, Plaintiff cannot be considered a "party" under the Agreement or UD Action because the

allegations in the FAC and judicially noticed documents show that she was not an occupant of the Property at the time the UD Action was filed, and the Court must accept the FAC's allegations as true in evaluating a demurrer. (*Crowley, supra,* 8 Cal.4th at 672.) As such, the terms of the Release only apply to bar any claims of mold-related injuries suffered by "parties" Shelley and Landonn, and do not extend to bar any mold-related injuries suffered by Plaintiff because Plaintiff was not a party to the UD Action or Agreement.

Defendants then argue that the Release applies to bar Plaintiff's claims because the FAC alleges that Plaintiff is Shelley's daughter, and therefore an "heir" who is subject to the Release. Although the Agreement states that it is "binding upon and inure to the benefit of the parties hereto and their respective officers, directors, shareholders, owners, heirs, executors, administrators, assignees and successors in interest" (Agreement, ¶ 15), as discussed above, the terms of the Release only refer to any injuries suffered by the "parties." As such, the Agreement only bars Plaintiff from asserting claims for mold-related injuries suffered by Shelley and Landonn and does not bar Plaintiff from asserting claims for mold-related injuries that she suffered herself.

Given the above, the Court **OVERRULES** Defendants' demurrers because the terms of the Agreement and Release do not bar Plaintiff from asserting claims for mold-related injuries that she suffered from the Property.

4.

CASE #	CASE NAME	HEARING NAME
CVRI2502763	SABREE VS CREEK HOMES, LLC	DEFENDANT SUDMAN ENTERPRISES, INC. DBA MANAGEMENT ONE (ERRONEOUSLY SUED AS MANAGEMENT ONE PROPERTY MANAGEMENT) DEMURRER ON 1ST AMENDED COMPLAINT

Tentative Ruling: See above.

5.

CASE #	CASE NAME	HEARING NAME
CVRI2503073	GORMAN VS TROIA	DEMURRER ON 1ST AMENDED COMPLAINT

Tentative Ruling: The Court GRANTS Defendants request for judicial notice – specifically, the Court takes judicial notice of:

1. The final decision in Hearing No. 104948966, adopted by the Department on February 22, 2024, a true and correct copy of which is attached as Exhibit 1.
2. The Department's Manual of Policies and Procedures, section 30-757, effective February 5, 2007, a true and correct copy of which is attached as Exhibit 2.
3. The Department's Manual of Policies and Procedures, sections 30-701 and

30-757, effective July 1, 2024, a true and correct copy of which is attached as Exhibit 3.

The Court SUSTAINS the demurrer with thirty-days' leave to amend. Traditional writs of mandate are available to compel public agencies to perform acts required by law. (CCP §1085; *Siskiyou Hospital, Inc. v. County of Siskiyou* (2025) 109 Cal.App.5th 14, 36.) To obtain relief, a petitioner must demonstrate (1) no 'plain, speedy, and adequate' alternative remedy exists [Citation]; (2) 'a clear, present, ... ministerial duty on the part of the respondent'; and (3) a correlative 'clear, present, and beneficial right in the petitioner to the performance of that duty.' " (*People v. Picklesimer* (2010) 48 Cal.4th 330, 339-340.)

The FAP seeks a determination, pursuant to CCP section 1085, that MPP 30-757.17 as it relates to protective supervision, is invalid and illegal. However, the FAP relates to the application of the regulation to a prior determination that predates an amendment to the regulation related to supervision. However, to state a claim for writ of mandate, the writ must allege a present ministerial duty to act. Therefore, the FAP does not state a proper claim for writ of mandate as it does not clearly address the implications of the current regulation in place. In addition, the FAP is arguably uncertain as it is not clear whether the writ is addressed to the current regulation in place. Accordingly, the Court SUSTAINS the demurrer with leave to amend.

6.

CASE #	CASE NAME	HEARING NAME
CVRI2505048	MORENO VS INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB	MOTION TO BE RELIEVED AS COUNSEL AS TO INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB

Tentative Ruling: No tentative ruling; the Court requests appearances, either in person or telephonically.

7.

CASE #	CASE NAME	HEARING NAME
CVRI2505048	MORENO VS INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB	MOTION TO COMPEL PLAINTIFF MIGUEL MORENO'S RESPONSES TO THE EXCHANGE'S FORM INTERROGATORIES, SET ONE

Tentative Ruling: The Court CONTINUES these motions to August 25, 2026 at 8:30 a.m. to allow for an authorized person to continue to prosecute this action.

8.

CASE #	CASE NAME	HEARING NAME
CVRI2505048	MORENO VS INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB	MOTION TO COMPEL PLAINTIFF MIGUEL MORENO'S RESPONSES TO THE EXCHANGE'S FORM INTERROGATORIES, SET TWO

Tentative Ruling: See above.

9.

CASE #	CASE NAME	HEARING NAME
CVRI2505048	MORENO VS INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB	MOTION TO COMPEL PLAINTIFF MIGUEL MORENO'S RESPONSES TO THE EXCHANGE'S REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE

Tentative Ruling: See above.

10.

CASE #	CASE NAME	HEARING NAME
CVRI2505048	MORENO VS INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB	MOTION TO COMPEL PLAINTIFF MIGUEL MORENO'S RESPONSES TO THE EXCHANGE'S SPECIAL INTERROGATORIES, SET ONE

Tentative Ruling: See above.

11.

CASE #	CASE NAME	HEARING NAME
CVRI2506012	ALVARADO VS NISSAN NORTH AMERICA, INC.	MOTION FOR JOINDER OF NECESSARY PARTIES, OR IN THE ALTERNATIVE, DISMISSAL OF PARTIES WITHOUT PREJUDICE

Tentative Ruling: The Court continues this hearing to August 5, 2026 at 8:30 a.m.

12.

CASE #	CASE NAME	HEARING NAME
CVRI2506601	JONES VS YRUNGARAY	MOTION TO COMPEL: ANSWER/RESPONSE TO PRODUCTION OF DOCUMENTS FURTHER RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS SET 3 AND 4, FURTHER ANSWERS/RESPONSES TO INTERROGATORIES FORM INTERROGATORIES AND SPECIAL INTERROGATORIES, FURTHER ANSWERS/RESPONSES TO REQUEST FOR ADMISSIONS, PRODUCTION OF DOCUMENTS

Tentative Ruling: The Court continues the hearing to August 11, 2026 at 8:30 a.m. allow Defendant an opportunity to satisfy his statutory obligation to meet and confer in person, by telephone, or videoconferencing in accordance with CCP § 2016.040. Defendant's counsel merely sent correspondence and made no attempt to reach

Plaintiff's counsel by telephone. Defendant shall submit an updated declaration indicating the meet and confer efforts at least 10 days before the next hearing. No further briefing shall be permitted.

13.

CASE #	CASE NAME	HEARING NAME
CVRI2507215	WALKER VS FCA US, LLC	PLAINTIFF WALKER'S MOTION TO COMPEL INITIAL DISCLOSURES PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE § 871.26 AND REQUEST FOR MONETARY SANCTIONS IN THE AMOUNT OF $2500 INITIAL DISCLOSURES PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE 871.26 AND REQUEST FOR MONETARY SANCTIONS

Tentative Ruling: The Court GRANTS Plaintiff's Motion to Compel Initial Disclosures IN PART. Defendant shall promptly obtain a protective order by stipulation or motion and produce the Warranty Administration Manual subject to the protective order. Because it is uncertain whether all pre-delivery reports have been provided, Defendant shall produce any of the reports listed by Plaintiff in its possession, custody or control.

The Court DENIES the Motion as to the TSBs, ISBs and service manuals; Plaintiff's demand is overbroad and not limited to the specific defects and nonconformities in the Subject Vehicle. The Court DENIES the request for sanctions. FCA failed to fully comply with the initial disclosure requirements by failing to timely produce its Warranty Administration Manual. However, good cause for the delay exists since the parties have not stipulated to a protective order. FCA indicates that it is prepared to produce the documents once the protective order is entered.

14.

CASE #	CASE NAME	HEARING NAME
CVRI2507413	IAKOPO VS FCA US LLC	DEMURRER ON COMPLAINT

Tentative Ruling: The Court SUSTAINS the Demurrer with thirty-days' leave to amend as all causes of action are time-barred and Plaintiff has not pled specific facts regarding delayed discovery.

15.

CASE #	CASE NAME	HEARING NAME
CVRI2507413	IAKOPO VS FCA US LLC	MOTION TO STRIKE COMPLAINT

Tentative Ruling: The Court finds the Motion to Strike MOOT.

16.

CASE #	CASE NAME	HEARING NAME
CVRI2405306	NEGRETE VS RIVERSIDE HEALTHCARE SYSTEM, L.P., D/B/A RIVERSIDE COMMUNITY HOSPITAL	DEMURRER TO FOURTH AMENDED COMPLAINT

Tentative Ruling: The Court OVERRULES Defendant's evidentiary objections in full. Plaintiffs do not offer these exhibits in opposition to this demurrer, but rather to support their request for leave to amend the underlying complaint. (Opp., pp. 12-14; Ikuta Decl., ¶ 5-10.)

The Court SUSTAINS the demurrer to the first cause of action. The Court GRANTS Plaintiffs leave to amend the first cause of action within 30 days to reflect the new facts discovered at the deposition of Julie Kleinhampl, R.N, taken June 4, 2026.

Again, Plaintiffs fail to allege any facts to establish a caretaking or custodial relationship existed between Decedent and Defendant (i.e., that Defendant had the responsibility for meeting Decedent's basic needs) to support a claim under the Elder Abuse Act. Rather, Plaintiffs merely conclude that Defendant was "a care custodian with a robust caretaking a[nd] custodial relationship, separate and apart from the mere provision of medical care" and "had a duty to closely monitor his breathing, as he would be unable to provide for his own basic needs and safety otherwise." (4AC, ¶ 15.) Plaintiffs alleged that Defendant's "relationship with the Decedent transformed into a custodial relationship upon such findings by [Defendant] that the Decedent was unable to care for his own basic needs, including safety, and required monitoring and assistance with mobility." (4AC, ¶ 18.)

However, in *Oroville Hospital v. Superior Court* (2022) 74 Cal.App.5th 382, 405, the court found that the provision of medical treatment requiring "competent professional medical attention," such as wound care, is not considered "a basic need an able-bodied and fully competent adult would be capable of managing without assistance, such as eating, taking medicine, or using the restroom," and was therefore insufficient to "give rise to the substantial caretaking or custodial relationship required to establish neglect under the Elder Abuse Act." Similarly, here, Plaintiffs' factual allegations of the specific medical services provided by Defendant, including electronic vital sign and oxygen monitoring, are not akin to services caring for "basic needs" such as eating, drinking, and toileting, which are required to establish a caretaking or custodial relationship under *Oroville* and *Kruthanooch*. Although Plaintiffs allege that Decedent required assistance for mobility and to eat (4AC, ¶ 16), Plaintiffs again fail to allege that Defendant provided any such assistance. Further, as noted above, brief assistance with one or more basic needs is insufficient to establish the robust caretaking relationship required under the Elder Abuse Act. (*Kruthanooch,* 83 Cal.App.5th at 1132.) Accordingly, as before, Plaintiffs' facts do not demonstrate that Defendant undertook a caretaking or custodial role necessary to establish a claim for neglect under the Elder Abuse Act.

1.Sham Pleading

Plaintiffs then allege that a caretaking or custodial relationship was established because Decedent on September 9, 2023, Plaintiff "was documented as continuing to be confused and agitated, significant enough to require sedation medication and family presence at his bedside," and "[i]n his altered mental state with underlying respiratory issues, he was utterly reliant on Defendants, as his care custodians, for fundamental support in the provision of basic needs, the securing of his safety and protecting him from foreseeable harm." (4AC, ¶ 16.)

But Plaintiffs previously alleged in the FAC that on the morning of September 9, 2023, "Decedent was seen in the morning, awake and able to follow simple commands, and he denied any complaints… The bedside nurse reported that Decedent had become agitated overnight and was given Atarax to calm him down. The family was called to be with him, and by the morning, he appeared calmer and more cooperative… He was improving." (FAC, ¶ 21.) The Court sustained Defendant's demurrer to the FAC based on these allegations. Similarly, the TAC alleges that "On September 9, the morning after admission, the chart does reflect that Decedent was slightly improved." (TAC, ¶ 21.) Notably, the 4AC omits these facts and instead alleges, "On September 9, Decedent remained in an altered mental state, experiencing hallucinations, and unable to provide for his own basic safety. The only reliable way to ensure Decedent's safety was continuous monitoring, as he could not self-report any health deterioration in his vulnerable, delirious state." (4AC, ¶ 19.) The factual allegations in the 4AC directly contradict Plaintiffs' prior allegations that the Decedent was awake, cooperative, improving, able to follow simple commands, and denied having any complaints. Further, as Defendant points out, the 4AC omits numerous factual allegations characterizing Defendant's services, such electronic monitoring of Decedent's oxygen saturation and pulse, as oxygen delivery, and breathing treatments, as "essential medical care." (See TAC, ¶ 11-12, 14, 20, 23.)

Plaintiffs' omission of previously pleaded facts that were harmful to their prior complaints raises a sham pleading issue. "[W]here an amended complaint attempts to avoid defects set forth in a prior complaint by ignoring them[, t]he court may examine the prior complaint to ascertain whether the amended complaint is merely a sham." (*Kenworthy v. Brown* (1967) 248 Cal.App.2d 298, 302.) "A pleader may not attempt to breathe life into a complaint by omitting relevant facts which made his previous complaint defective. Moreover, any inconsistencies with prior pleadings must be explained; if the pleader fails to do so, the court may disregard the inconsistent allegations. Accordingly, a court is not bound to accept as true allegations contrary to factual allegations in former pleading in the same case." (*Vallejo Development Co. v. Beck Development Co.* (1994) 24 Cal.App.4th 929, 946 [internal punctuation and citations omitted].)

Plaintiffs attempt to explain the inconsistencies in the prior allegations by stating that they merely "streamlined those allegations to present a more organized pleading for both Defendant the Court." (Opp., p. 2.) However, Plaintiffs' omission of previously pleaded facts that were harmful to their claim releases the Court of its obligation to

accept that the 4AC's allegations of Decedent's condition on the morning of September 9, 2023, are true in evaluating this demurrer. Further, the Court may disregard the 4AC's inconsistent allegations to the extent that it attempts to characterize Defendant's "duty to closely monitor his breathing" as "separate and apart from the mere provision of medical care." (4AC, ¶ 15.)

Even if the omitted facts do not render the 4AC a sham pleading, Plaintiffs' new allegations still fail to establish that Decedent's allegedly vulnerable state gave rise to a caretaking or custodial relationship. Even assuming the new allegations of Decedent's condition on the morning of September 9, 2023, are true, the fact that Decedent "was dependent and vulnerable as a general matter does not mean that anyone who entered into [his] orbit and provided [him] with a service would have entered into a caretaking or custodial relationship with [him]." (*Oroville*, 74 Cal.App.5th at 406.) In this case, Plaintiffs allege that Decedent's "vulnerable, delirious state" required him to remain connected to the continuous monitoring systems, but Defendant's staff disconnected Decedent from the monitoring systems and failed to adequately monitor him despite the disconnection. (4AC, ¶ 20.) However, the facts are insufficient to show that Decedent's need for medical treatment (i.e., supplemental oxygen and continuous electronic monitoring) supports a finding of a caretaking or custodial relationship.

Accordingly, Plaintiffs still fail to establish the existence of a caretaking or custodial relationship between Defendant and Decedent.

A. Custodial Neglect vs. Professional Negligence

The facts of the instant case mirror those in *Faiaipau v. THC-Orange County, LLC* (2025) 117 Cal.App.5th 292 rather than *Holland v. Silverscreen Healthcare, Inc.* (2025) 18 Cal.5th 364. Specifically, although the 4AC contains some allegations that Decedent required assistance with toileting and eating, the primary action that Plaintiffs allege caused Decedent's death is the disconnection of the electronic monitoring system that monitored Decedent's respiratory status. As in *Faiaipau*, the provision of an electronic monitoring system is, "on its face, medical care, not a custodial act incidental to medical care," and "failing to monitor and reconnect a[n electronic monitoring system] is professional negligence, not custodial neglect." (*Faiaipau*, supra, 117 Cal.App.5th at 304-305.) Further, similar to *Faiaipau*, Plaintiffs' contention that Defendant's omission in failing to have staff observe and check on Decedent (4AC, ¶ 20) is not a failure to provide medical care, but rather a negligent undertaking to provide electronic monitoring because Defendant failed to pay attention to the monitoring it was already providing and ensure it continued to function properly and give Decedent the assistance that he needed. (*Faiaipau*, 117 Cal.App.5th at 305.)

Plaintiffs contend that Defendant's disconnection of the electronic monitoring system constitutes custodial neglect, specifically sporadic care, and points to the *Faiaipau* court's discussion of *Sababin v. Superior Court* (2006) 144 Cal.App.4th 81, 83-84, in which Plaintiffs assert that the *Faiaipau* court "would have upheld the trial court's determination that the complaint sounded in elder abuse if [defendant] provided [decedent] on a ventilator on some days but not others" under *Sababin*. (Opp., p. 8.) However, the *Faiaipau* court stated no such thing. Rather, the court merely acknowledged the plaintiffs' *Sababin* argument by stating, "We will assume for the sake

of argument that this reasoning is correct, but it has no application here." (*Faiaipau*, 117 Cal.App.5th at 306.) Specifically, the *Faiaipau* court noted that the disconnection of the ventilator did not constitute sporadic care because plaintiffs did not allege that the decedent was provided a ventilator on some days but not others; rather, the disconnection was a failure to take due care in checking to ensure that the electronic monitoring system was operating correctly, which is negligence. (*Faiaipau* 117 Cal.App.5th at 305-306.) Similarly, here, although the 4AC conclusively alleges that Defendant provided sporadic electronic monitoring, the factual allegations do not state that Defendant provided the monitoring on some days but not others, but rather only allege that Defendant's staff disconnected the monitoring system once for an extended period of time. (4AC, ¶ 20, 24, 26.) Further, *Sababin* is not controlling because it involved a rehabilitation center rather than an acute care hospital, and as such, a custodial relationship was established there that is not present here. (*Sababin* 144 Cal.App.4th at 84.)

Given the above, Plaintiffs fail to allege sufficient facts to show that Defendant's alleged disconnection of Decedent's electronic monitoring system constituted custodial neglect rather than professional negligence.

B. Negligence Per Se

In the context of the first cause of action for violation of the Elder Abuse Act, "neglect" is specifically defined as "[t]he negligent failure or any person having the *care or custody* of an elder or a dependent adult to exercise that degree of care that a reasonable person in a like position would exercise." (Welf. & Inst. Code §15610.57(a)(1) [emphasis added].) As discussed in detail above, Plaintiffs have failed to make a threshold showing that a caretaking or custodial relationship existed between Defendant and Decedent to establish a cause of action for neglect in violation of the Elder Abuse Act. To the extent that Plaintiffs allege that Defendants' statutory violations support a claim for general negligence via the negligence per se doctrine, this argument applies to Plaintiffs' third cause of action for negligence, which is not at issue in this demurrer.

Negligent Infliction of Emotional Distress

The Court STRIKES the fourth cause of action for negligent infliction of emotional distress. (C.C.P. § 436(b).) Plaintiffs failed to seek leave of Court to amend the 3AC to add their fourth cause of action for negligent infliction of emotional distress. Although Plaintiffs concurrently move to file a Fifth Amended Complaint ("5AC") along with its opposition to the underlying demurrer, Plaintiffs only address the proposed amendments as to their first cause of action for elder abuse. Plaintiffs fail to specify the effect of the amendment of adding the fourth cause of action, why the amendment is necessary and proper, when the facts giving rise to the amended allegations were discovered, and the reasons why the request for amendment were not made earlier, as required to support a formal motion for leave to amend a pleading under California Rules of Court, Rule 3.1324(b). Accordingly, the Court exercises its discretion to strike Plaintiffs' fourth cause of action for negligent infliction of emotional distress under C.C.P. § 436(b) because it was not filed in conformity with Rule 3.1324 or a court order.

17.

CASE #	CASE NAME	HEARING NAME
CVRI2405306	NEGRETE VS RIVERSIDE HEALTHCARE SYSTEM, L.P., D/B/A RIVERSIDE COMMUNITY HOSPITAL	MOTION TO STRIKE FOURTH AMENDED COMPLAINT

Tentative Ruling: Because the Court sustains the demurrer to the first cause of action, the Motion to Strike punitive damages and attorney's fees is MOOT.