Tentative Rulings for June 24, 2026
Department M301

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

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

To request oral argument, no later than 4:30 p.m. on the court day before the hearing you must (1) notify the judicial secretary for Department M301 at (760) 904-5722 and (2) inform all other parties of the request and of their need to appear remotely, as stated below. If no request for oral argument is made by 4:30 p.m., the tentative ruling **will become the final ruling** on the matter effective the date of the hearing. **UNLESS OTHERWISE NOTED, THE PREVAILING PARTY IS TO GIVE NOTICE OF THE RULING.**

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

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

- Call-in Numbers: 1-833-568-8864 (Toll Free), 1-669-254-5252, 1-669-216-1590, 1-551-285-1373 or 1-646-828-7666
- Meeting Number: 161 538 5472

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

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

1.

CASE #	CASE NAME	HEARING NAME
CVME2508166	TIM LINCOLN, TRUSTEE OF THE REVOCABLE LIVING TRUST OF CHARLES DUNN VS NICKLAS	MOTION TO APPOINT RECEIVER

Tentative Ruling: Motion is denied. Under Code of Civil Procedure section 564, subdivision (b), the court in which an action or proceeding is pending may appoint a receiver in the listed categories of cases. Plaintiff does not specify which of the categories under 564(b) applies to the motion but appears to be relying on subdivision (b)(1) of section 564 which provides: "In an action … by a creditor to subject any property or fund to the creditor's claim … on the application of the plaintiff … where it is shown that the property or fund is in danger of being lost, removed, or materially injured." (Code Civ. Proc., § 564(b)(1).) Section 564(b) also contains a "catch-all" category in which relief for an appointment of receiver may be granted "[i]n all other cases where necessary to preserve the property or rights of any party." (Code Civ. Proc., § 564(b) (9).) Plaintiff fails to make the showing necessary under either of the categories.

First, section 564(b)(1) does not apply to this case which is not an action brought by a creditor "to subject any property or fund to the creditor's claim." (Code Civ. Proc., § 564(b)(1).) This is an action seeking equitable reliefs to quiet title and to declare a deed of trust as void. Also, Plaintiff has not made a sufficient showing that the property, or any future sale proceeds that may result from the sale of the property, are in danger of being lost, removed, or materially injured. There is no evidence presented by Plaintiff that the property is in danger of being lost, remove, or injured by any actions taken by Defendants. Also, there is no evidence put forth by Plaintiff showing that the Property is capable of being sold without Defendants' cooperation and consent to release the deed of trust to clear title of any encumbrance to be marketable to any potential buyers to allow the sale move forward and Defendants to claim against the proceeds should this case result in a judgment in their favor. Hence, the practical value of appointing a receiver to take custody of sales proceeds at this juncture is unclear. For this reason, the motion lacks merit.

2.

CASE #	CASE NAME	HEARING NAME
CVME2509401	THOMAS VS ALEXANDER	MOTION TO EXPUNGE LIS PENDENS

Tentative Ruling: Motion is Granted. Sanctions awarded to Defendant in the amount of $960.00. A lis pendens/notice of pendency of action gives constructive notice of a pending lawsuit affecting title to described real property and is recorded in the office of the county recorder where land is located. (See, Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2022), § 9:421.) Anyone who acquires an interest in the described real property (purchaser, mortgagee, etc.) takes that interest subject to any judgment that may be entered in the lawsuit. The practical effect is to cloud the property's title and prevent its transfer until the litigation is resolved or the lis pendens is expunged or released. (*Malcolm v. Superior Court* (1981) 29 Cal.3d 518, 523; *Bishop Creek Lodge v. Scira* (1996) 46 Cal.App.4th 1721, 1733.) Recordation of a

lis pendens is permitted in any action in which the claimant has a "real property claim." (C.C.P. § 405.1.) A "real property claim" is a cause of action which would, if meritorious, "affect title to, or the right to possession of, specific real property" or the "use of an easement." (C.C.P. § 405.4.)

A lis pendens may be ordered expunged on grounds, *inter alia*, that the complaint in the action does not contain a "real property claim" or that the plaintiff cannot establish "probable validity" of the claim by a "preponderance of the evidence." (C.C.P. §§ 405.31-405.32.) respectively.) In a motion to expunge a notice of lis pendens, the claimant who filed the lis pendens has the burden of proof. (C.C.P. §§ 405.30, 405.32.) Thus, that claimant, in opposing the motion to expunge the lis pendens, has the burden of proof and must demonstrate the following: (1) the action affects title to or right of possession of the real property described in the notice; (2) in so far as the said notice is concerned, the party recording the notice has commenced the action for a proper purpose and in good faith; and (3) the probable validity of the real property claim by a preponderance of the evidence. (*Hunting World, Inc. v. Superior Court* (1994) 22 Cal.App.4th 67, 70; see also, C.C.P. §§ 405.31-405.32.) While a motion to expunge under C.C.P. § 405.31 involves only a review of the adequacy of the pleading and normally should not involve evidence from either side [*BGJ Associates v. Superior Court* (2000) 75 Cal.App.4th 952, 957-58], a motion to expunge under C.C.P. § 405.32 requires the judicial examination of factual evidence. (*See Kirkeby v. Superior Court* 33 Cal.4th 642, 649-50.) Expungement of an improper lis pendens is mandatory. (C.C.P. §§ 405.31-405.32; Weil & Brown, *supra*, §9:437; *Amalgamated Bank v. Superior Court* (2007) 149 Cal.App.4th 1003, 1012.)

Whether the Complaint contains a real property claim is determined by the allegations of the complaint, without reference to independent evidence. (*Urez Corp. v. Superior Court* (1987) 190 Cal.App.3d 1141, 1149 [decided under former law, but principle still valid].) A real property claim can be any cause of action which, if meritorious, would affect title to, or the right to possession of specific real property. (C.C.P. § 405.4.)

In the Complaint, Plaintiff seeks an equitable lien and reimbursement for the expenses she allegedly paid toward the Property. (Complaint at ¶¶ 25, 33, 35.) Defendant correctly argues that Plaintiff's claim for an equitable lien does not constitute a real property claim. (*Campbell v. Superior Court* (2005) 132 Cal.App.4th 904, 918-919 [allowing a party to record a lis pendens only "to freeze the real property as a res from which to satisfy a money judgment" is inconsistent with the history and purpose of lis pendens statutes]; *BGJ Assocs. v. Sup. Ct.* (1999) 75 Cal.App.4th 952, 971-972 [claims that combine theories of liability for money damages and a constructive trust do not support a lis pendens]; *Shoker v. Superior Ct. of Alameda County* (2022) 81 Cal.App.5th 271, 279 ["equitable remedies, even if colorable, will not support a lis pendens if, ultimately, those allegations act only as a collateral means to collect money damages"].) Thus, Plaintiff does not assert any real property claim. Accordingly, the motion should be granted, and the lis pendens should be expunged.

Additionally, Defendant should be awarded attorney's fees and costs in the reduced but reasonable amount of $960. C.C.P. § 405.38 provides: "[t]he court shall direct that the party prevailing on any motion under this chapter be awarded the reasonable attorney's fees and costs of making or opposing the motion unless the court finds that the other

party acted with substantial justification or that other circumstances make the imposition of attorney's fees and costs unjust." In the present case, Defendant is the prevailing party, and Plaintiff had no justification in opposing the motion.

3.

CASE #	CASE NAME	HEARING NAME
CVME2512887	HOWELL VS VCA ANIMAL HOSPITALS INC	DEMURRER/MOTION TO STRIKE

Tentative Ruling: Demurrer and Motion to Strike continued to October 29, 2026 8:30 am M301.The hearing on the Demurrer and Motion to Strike should be continued to allow Defendants an opportunity to satisfy their statutory obligation to meet and confer in accordance with CCP §§ 431.41 and 435.5 to file an appropriate declarations. The Declaration of Kimberly B. Pinkerton ("Pinkerton Decl.") states that on several occasions prior to filing the instant Demurrer [and Motion to Strike] to Plaintiffs' First Amended Complaint, she reached out via telephone to Plaintiff Nancy Howell in an attempt to Meet and Confer in connection with various deficiencies identified relating to Plaintiffs' First Amended Complaint. She left voicemails identifying herself and specifying the intent of her telephone calls, which was to Meet and Confer regarding the deficiencies relating to Plaintiffs' First Amended Complaint. (Pinkerton Decl., ¶2.) She was unable to reach Plaintiff Nancy Howell via telephone and was, therefore, unable to Meet and Confer regarding the deficiencies identified in the First Amended Complaint. (Pinkerton Decl., ¶3.) Accordingly, the hearing on the Demurrer and Motion to Strike is continued to_10-29-26. Plaintiff is ordered to meet and confer with Defendants by telephone, video conference or in person for the purpose of determining whether an agreement can be reached that would resolve the objections raised in the Demurrer and Motion to Strike. As part of the meet and confer process, Defendants shall identify with legal support the basis of the alleged deficiencies in the First Amended Complaint. Plaintiff shall provide legal support for his position that the pleading is legally sufficient or, in the alternative, how the First Amended Complaint may be amended to cure any legal insufficiency.

After meeting and conferring, Defendants shall 10 days before the continued hearing date set forth above do one of the following:

vacate the hearing on the Demurrer and Motion to Strike;
file with the court a declaration stating that the parties have agreed that Plaintiff will file a Second Amended Complaint before the date set forth above; or
file with the court a declaration stating the means by which the parties met and conferred and identifying the specific objections in the Demurrer and Motion to Strike that the parties were unable to resolve.

The court will not accept further briefing.

4.

CASE #	CASE NAME	HEARING NAME
CVME2600199	GALLARDO VS MERCEDES-BENZ USA, LLC	MOTION TO COMPEL ARBITRATION

Tentative Ruling: Evidentiary Objections overruled. Motion to compel arbitration is granted. Case is stayed pending arbitration. The court must grant the petition to compel arbitration unless it finds either: no written agreement to arbitrate exists; the right to compel arbitration has been waived; grounds exist for revocation of the agreement; or litigation is pending that may render the arbitration unnecessary or create conflicting rulings on common issues. (Code Civ. Proc., § 1281.2.) A proceeding to compel arbitration is in essence a suit in equity to compel specific performance of a contract. (*Freeman v. State Farm Mutual Auto Insurance Co*. (1975) 14 Cal.3d 473, 479.) The petition to compel must set forth the provisions of the written agreement and the arbitration clause verbatim, or such provisions must be attached and incorporated by reference. (Cal. Rules of Court, rule 3.1330; see *Condee v. Longwood Mgmt. Corp*. (2001) 88 Cal.App.4th 215, 218–219.) This rule does not require the petitioner to authenticate the agreement or do anything more than allege its existence and attach a copy. (*Condee,* supra, 88 Cal.App.4th at 218-219.) Once this is done, the burden shifts to the opposing party to demonstrate the falsity of the purported agreement. (*Condee*, supra, 88 Cal.App.4th at 218-219.)

Here, Defendant provides a copy of the arbitration agreement. (White Decl., ¶2, Ex. 1.) Plaintiff does not challenge her signature.

Defendant provides a lease agreement between Plaintiff and the lessor/dealer Mercedes-Benz of Temecula. (White Decl., Ex. 1.) The lease has an arbitration clause as follows:

> Any claim or dispute, whether in contract, tort or otherwise (including any dispute over the interpretation, scope, or validity of this lease, arbitration section or the arbitrability of any issue), between you and us or any of our employees, agents, successors, assigns, or the vehicle distributor, including Mercedes-Benz USA, LLC (each a "Third Party Beneficiary"), which arises out of or relates to a credit application, this lease or any resulting transaction or relationship arising out of this lease (including any such relationship with third parties who do not sign this contract) shall, at the election of either you, us, or a Third Party Beneficiary, be resolved by a neutral, binding arbitration and not by a court action.(Lease, p. 4-5.)

A nonsignatory third party beneficiary may be subject to arbitration. (*Epitech, Inc. v. Kann* (2012) 24 Cal.App.4th 1365.) The question is whether the third party is a third party beneficiary based on the parties intent, and from reading the contract in light of the circumstances of where the contract was entered. (*Id*. at 1371-1372.) Civil Code section 1559 provides: "A contract, made expressly for the benefit of a third person, may be enforced by him at any time before the parties thereto rescind it." It is true that the third party need not be named in the contract—he merely must show he is a member of the class for which the benefit was made for. (*Prouty v. Gores Technology*

Group (2004) 121 Cal.App.4th 1225, 1222.) The test is whether there is an intent to benefit a third party that appears from the terms of the contract. (*Id*.) The intent must have been clearly manifested. (*Schauer v. Mandarin Gems of California, Inc.* (2005) 125 Cal.App.4th 949, 957-958.) Defendant is specifically identified as a third party beneficiary.

Plaintiff cites to *Goonewardene v. ADP, LLC* (2019) 6 Cal.5th 817, 829-830, which states that a court looks at the express language of the contract and the circumstances under which the parties agreed to the contract, including whether the third party would in fact benefit from the contract, whether a motivating purpose of the contracting parties was to provide a benefit and whether permitting a third party to bring its own breach of contract action is consistent with the objectives of the contract and reasonable expectations of the contracting parties. However, there, the plaintiff was not expressly named as a party. Even assuming the *Goonewardene* factors apply, the arbitration agreement expressly identifies Defendant as a third party beneficiary, which Plaintiff agreed to by signing the lease. Here, Defendant benefits from the contract as it is entitled to enforce the arbitration agreement. The leases clear language indicates an express intention to identify Defendant as a third party beneficiary. It is consistent with the objectives of the contract as any other result would contradict the express terms of the contract.

Plaintiff relies on the *Ford Motor Warranty Cases* (2025) 17 Cal.5th 1122. However, again, the manufacturers were never named as part of the sales contract. In contrast here, Defendant is expressly named as a third party beneficiary.
Plaintiff then asserts that her claims do not arise out of the lease. However, the arbitration provision provides: "which arises out of or relates to a credit application, this lease *or any resulting transaction or relationship arising out of this lease*." Plaintiff has alleged that "[i]n connection with the lease, Plaintiff received various warranties." (Complaint ¶9.) Plaintiff's relationship would not exist with Defendant without the lease, as Plaintiff leased the vehicle.

5.

CASE #	CASE NAME	HEARING NAME
CVME2504902	ANWAR VS SCUDDER	EX PARTE HEARING RE: OF SHARI R. SCUDDER AND SHELLEY E. MANGRAM TO ENFORCE PRELIMINARY INJUNCTION

Tentative Ruling: Hearing Required.

6.

CASE #	CASE NAME	HEARING NAME
CVME2504902	MILLER V YBARRA	APPLICATION FOR GOOD FAITH SETTLEMENT

Tentative Ruling: Application is granted. Here, Plaintiff submits the declaration of her counsel stating that the settling parties have agreed to the following material terms:

Plaintiff agrees to release all claims against Defendant DV Roofing and dismiss the above-entitled Complaint against Defendant DV Roofing and Defendant DV roofing by and through its insurance carrier, agree to pay Forty-Five Thousand Five Hundred Sixty-Two Dollar and Forty-One Cents ($45,562.41) (Settlement Funds") to Plaintiff.

Each party will bear its own attorneys' fees and costs.

The parties will enter into a general, mutual release of all claims.

The settlement agreement is conditional upon its being found to be in good faith and dismissal of the related interpleader action filed by Defendant Hudson Insurance Company, a corporation, plaintiff in the interpleader action.

Here, the settlement appears to have been made in good faith, and Defendant Hudson provides no reason to conclude otherwise. The California Supreme Court in *Tech-Bilt v. Woodward-Clyde & Associations* (1985) 38 Cal.3d 488, provided a number of factors to consider in determining whether the settlement was in good faith:

(1) "a rough approximation of plaintiffs' total recovery and the settlor's proportionate liability";
(2) "the amount paid in settlement";
(3) "the allocation of settlement proceeds among plaintiffs";
(4) "a recognition that a settlor should pay less in settlement than he would if he were found liable after a trial";
(5) "financial conditions and insurance policy limits of settling defendants";
(6) "the existence of collusion, fraud, or tortious conduct aimed to injure the interests of nonsettling defendants." (*Id.* at 499.)

Evaluation must be made on the basis of information available at the time of settlement. (*Ibid*.)

Here, Hudson fails to show that Plaintiff's settlement with DV Roofing lacks good faith based on any of the factors set forth above. Its only objection to a good faith determination is that the settlement is conditioned upon Hudson's dismissal of the interpleader Cross-Complaint, which Hudson did not consent to. However, neither the fact that the parties made their settlement conditioned upon Hudson's dismissal of its Cross-Complaint nor the Court's determination that the settlement was made in good faith imposes an obligation upon Hudson to dismiss its action. The parties to the settlement agreed to a conditional settlement and agreed among themselves that the settlement is finalized only if two contingencies occurred: (1) that the Court determines the settlement to have been made in good faith (Code Civ. Proc., § 877.6); and (2) and Hudson dismisses its action. Such terms are not binding upon Hudson to force it to dismiss its action. If the conditions are not met, the settlement will not materialize.