Superior Court of California
County of San Benito

Tentative Decisions for April 14, 2025

Courtroom #1: Judge J. Omar Rodriguez

CU-22-00060 Rider, et al. vs. BMCH California, LLC, et al.

Based on the representation made in the Case Management Statement regarding mediation, the Case Management Conference is continued to July 14, 2025 at 10:30 a.m.

CU-23-00165 Biakanja vs. State of California Department of Transportation

The motion is denied as to the transfer of venue. This court lacks the authority to consolidate this action with any actions in Los Angeles County and therefore denies the request for consolidation with matters in that court. In light of the pending motion in Los Angeles County, the Case Management Conference is continued to May 19, 2025 at 10:30 a.m.

California Code of Civil Procedure section 1048(a) states, "(w)hen actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all the matters in issue in the actions; it may order all the actions consolidated and it may make such orders concerning the proceedings therein as may tend to avoid unnecessary costs or delay." Consolidation serves to promote trial convenience and economy. It avoids the duplication of procedure, particularly regarding issues of proof common to both actions. (*Wouldridge v Burns* (1968) 265 Cal.App.2nd 82, 86; *Mueller v. J.C. Penny Co.* (1985) 173 Cal.App.3rd 713, 722.) Consolidation also serves to advance the efficiency of the trial court and avoid the risk of inconsistent adjudication. (*Todd -Stenberg v Dalkon Shield Claimants Trust* (1996) 48 Cal.App.4th 976, 978-979.) The court may order a case pending in

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another court which is not complex per judicial Council guidelines to be transferred to the judge's court for purposes of consolidation with a case before that court that has common issues of law or fact (Cal. Civ. Proc. §403.)

The court has sole discretion to determine whether consolidation would tend to avoid needless costs or delays. (*Estate of Baker* (1982) 131 Cal.App.3rd 471, 485.) In the exercise of its discretion the court must consider 1) the timeliness of the motion; 2) its complexity, and 3) whether consolidation will result in prejudice to the parties. (See *State Farm Mut. Auto. Ins. Co. v. Superior Court* (1956) 47 Cal.2d 428, 432

Regarding a transfer of venue, California Code of Civil Procedure section 397 provides the court the authority to change the place of trial in certain instances such as when the designated court is not the proper court, where there is reason to believe that an impartial trial cannot be had therein, when the convenience of witnesses and the ends of justice would be promoted by the change, or when from any cause there is no judge of the court qualified to act. (Cal. Code Civ. Proc. §397(a)-(d).) Where the State is a named defendant in any action or proceeding for death or injury to a person or personal property, and the injury occurred within the state, the proper court for trial is a court of competent jurisdiction in the county where the injury occurred. (Cal. Code Civ. Proc. §955.2.) The court may "on motion, change the place of the trial in the same manner and under the same circumstances as the place of trial may be changed where an action is between private parties." (*Ibid*.) Pursuant to Code of Civil Procedure section 955.2, only the county where the injury or injury causing death occurred has the discretion to transfer the case away from that county to another. (*State v. Sup. Ct.* (1987) 193 Cal. App. 3rd 328.) A transfer of a case for trial is only appropriate when the court finds: 1) convenience of witnesses; and 2) the ends of justice would be promoted by the change. (*Churchill v. White* (1953) 119 Cal.App.2nd 503, 507.) Although the convenience of the parties is not a factor to be considered in a motion for change of place of trial based on the convenience of the witnesses, where a defendant or a plaintiff is one of those witnesses, their convenience or inconvenience is a factor to be considered. (*First-Trust Joint Stock Land Bank v. Meredith* (Cal. App. 1936) 16 Cal. App. 2nd 504.)

Regarding the motion to transfer, this court, as the court in the county where the fatal injury occurred, is the only court empowered to release this case to another county. In making

the determination whether to exercise the authority to do so, the court must look to the standards for transfer of venue found in Code of Civil Procedure section 397. This court is not persuaded that Los Angeles County is the proper venue. No argument or information is provided to the court, which suggests that the convenience of the witnesses to the events precipitating this action are better served by transferring venue to Los Angeles. Plaintiff, as the moving party, did not explain how any witnesses are inconvenienced, nor has Plaintiff explained how the interests of justice will be promoted by this change. The mere fact that San Benito County Court is a smaller court as compared to the Los Angeles Superior court is not, of itself, a reason to transfer the venue of this case, given, as the Plaintiff asserts, that the issues themselves are not complex, and pursuant to Code of Civil Procedure section 395(a) that this county is the proper venue for this action. Absent a showing of why and how the change would provide better convenience to witnesses to this action and promote the ends of justice, Plaintiff has failed to state sufficient cause to support the transfer of venue.

Here, while it is true that the court has the authority to consolidate cases pending in the same court, it is unclear whether this court has the authority to consolidate with its actions matters pending in a court in a sister county as the statute does not explicitly grant that power. Since the motion to transfer is denied, the motion to consolidate the cases pending in San Benito County and Los Angeles County is also denied.

CU-23-00241 Estate of Manning, et al. vs. State of California – Dept. of Transp., et al. (consolidated with CU-24-00307 Travelers Property Casualty Company of America v. State of California – Dept. of Transp., et al.)

The Case Management Conference is continued to June 2, 2025 at 10:30 a.m. to be heard along with the Motion for Protective Order.

CU-24-00138 Castro, et al. vs. Bedolla, et al.

The court sustains the Demurrers filed by Defendants City of Hollister, Bedolla, and Mead as to Plaintiffs' Third Amended Complaint ("TAC") without leave to amend. The court grants the Defendants' requests for judicial notice as requested.

A demurrer generally serves to test the legal sufficiency of the complaint's factual allegations. (*Genis v. Schainbaum* (2021) 66 Cal.App.5th 1007, 1014.) It does not test the

factual accuracy or truth of the facts alleged. The court must assume the truth of all properly pled allegations. The process of a demurrer does not serve to test the merits of the Plaintiff's case. (*Tenet Health System Desert Inc. v. Blue Cross of CA*. (2016) 245 Cal.App.4th 821, 834.) In determining a demurrer, the court assumes the truth of the facts alleged in the complaint and the reasonable inferences that may be drawn from those facts. (*Miklosy v. Regents of University of California* (2008) 44 Cal.4th 876, 883.) In making this determination, the court may consider all material facts pleaded in the complaint and matters of which the judge may take judicial notice, but not contentions, deductions, or conclusions of fact or law. (Cal. Code of Civ. Proc.§430.30 (a); *Richtek USA, Inc. v. uPI SemiConductor Corp.* (2015) 242 Cal.App.4th 651, 658.) The court must determine if the factual allegations of the complaint are adequate to state a cause of action under any legal theory. (*Barquis v. Merchants Collection Assn.* (1972) 7 Cal.3rd 94, 103.)

On a demurrer a court's function is limited to testing the legal sufficiency of the complaint. A demurrer is simply not the appropriate procedure for determining the truth of disputed facts. (*Fremont Indemnity Co. v. Fremont General* Corp. (2007) 148 Cal.App.4th 97, 113-114.) In assessing the sufficiency of a demurrer, all material facts pleaded in the complaint and those which arise by reasonable implication are deemed true." (*Bush v. California Conservation Corps* (1982) 136 Cal.App.3rd 194, 200.) A judge must treat the demurrer as an admission of all material facts properly pled in the challenged pleading or that reasonably rise by implication, however improbable they are. (*Collins v. Thurmond* (2019) 41 Cal. App 5th 879, 894.) "(T)he plaintiff must show the complaint alleges facts sufficient to establish every element of each cause of action." (*Rakestraw v. Cal. Physicians' Serv*. (2000) 81 Cal.App.4th 39, 43.) "If the complaint fails to plead, or if the defendant negates, any essential element of a particular cause of action," the demurrer should be sustained. (*Ibid*.) A plaintiff is not required to plead evidentiary facts supporting the allegation of ultimate fact; the pleading is adequate if it apprises defendant of the factual basis for plaintiff's claim. (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6.) "The complaint includes matters shown in exhibits attached to the complaint and incorporated by reference; or in a superseded complaint in the same action." (*Frantz v. Blackwell* (1987) 189 Cal.App.3d 91, 94.)

Plaintiffs' claims against City of Hollister and Bedolla ("City Defendants") are grounded in the doctrine of respondeat superior and under Government Code section 815.2 (a), given the broad scope of the interpretation of employment. (*Mary M. v. City of Los Angeles* (1991) 54 Cal 3rd 202, 219.) Plaintiffs argue that City Defendants failed to preserve certain building elements which would have helped Plaintiffs in their investigation and to prove their claims, and that this is a breach of duty. However, in *Williams v. State of CA.* (1983) 34 Cal. 3rd 18, 25, the California Supreme Court noted that the officers in that case did not create the peril in which the plaintiff found herself, took no affirmative actions contributing to, increasing, or changing the risks that otherwise existed, or voluntarily assumed any responsibility to protect Plaintiffs' prospects to recover in civil litigation. (*Id.* at 27-28.) The facts here compel the same analysis and conclusion as City Defendants did not cause the fire, nor do Plaintiffs allege that City Defendants represented to them that their investigation would help secure insurance benefits or otherwise assist them in their future civil actions. Nor do they allege that they were somehow unable to perform their own investigations. Plaintiffs do not state how they were exposed to any greater risk in relation to the recovery of insurance benefits from their landlord or the building's insurer. The TAC states that the fire itself, rather than the investigation created the risk of harm to Plaintiffs. No allegations in the TAC show that Bedolla represented to Plaintiffs that the Fire Department would ultimately name the landlord's handyman as the origin of the fire. Plaintiffs fail to allege facts establishing a duty of care upon which to predicate City Defendants alleged liability for negligence.

The California Supreme Court in *Williams v. State of California* was not convinced by the same arguments that Plaintiffs presents here - that the allegedly imperfect investigation into an event which caused Plaintiff a loss created the special relationship necessary to impose liability for an alleged act of nonfeasance. The claims made in the TAC fail to present sufficient facts to show that such a special relationship was created. Plaintiffs do not allege facts that show that Bedolla created the peril in which Plaintiffs found themselves. Bedolla is not alleged to have taken affirmative actions which contributed to, increased, or changed the risk which otherwise existed, nor are there facts pled that City Defendants voluntarily assumed responsibility to protect Plaintiffs prospects of recovery in civil litigation.

As to the argument that the municipal code and/or the NFPA recommendations created an affirmative duty, the Government Code section 815.6 has three basic requirements establishing liability. First, the enactment at issue must be obligatory, rather than permissive or discretionary in its directions to the public entity. It is insufficient that the entity or officer have been under obligation to perform a function if the function itself involves the exercise of discretion. (*Haggis v. City of Los Angeles* (2000) 22 Cal. 4th 490, 498.) Second, the mandatory duty is designed to protect against the particular kind of injury suffered by the plaintiff, with the plaintiff showing that the injury is "one of the consequences the [enacting body] sought to prevent" through the imposition of mandatory duty. (*Hoff v. Vacaville Unified School Dist.* (1998) 19 Cal. 4th 925, 939.) If the benefit is incidental to the purpose of the enactment, then the enactment is not a predicate for liability under section 815.6. (*Haggis, supra,* at 499.) The relevant section of the municipal code (Ch. 2.10.030) does not require the fire department to take any particular actions, nor does it look to prevent the kinds of injury the Plaintiffs, here, allege to have suffered. As Plaintiffs themselves note, this section addresses the duty of the fire chief to manage the functions of the fire department, rather than to address the specific kinds of harms the Plaintiffs allege to have suffered, nor do the Plaintiffs explain how this could be so. Chapter 2.10.040 does not require the fire department to take any particular actions nor is it designed to protect against the kind of injury allegedly suffered herein. Reliance on the recommendations of NFPA is similarly misplaced. As City Defendants note, this association is not an enacting body that can create legislative duty. (*Hoff, supra,* 19 Cal. 4th at 939.) Plaintiffs do not provide any specific legislation therein imposing a duty on a local fire marshal or fire department to assist the victims of fire loss with litigation against landlords/insurers.

As to Defendant Mead, Plaintiffs have similarly failed to state a claim. For negligence to exist between Mead and Plaintiffs, there would need to be a legal duty owed by Mead to Plaintiffs. Determining whether such a duty exists is a matter of law to be determined by the court. Insurance brokers only owe a limited duty of care to their clients: to use reasonable care, diligence, and judgment in procuring the insurance requested by the insured. (*Vulk v. State Farm Gen. Ins. Co.* (2021) 69 Cal. Ap. 5th 243, 354.) Without a duty Plaintiffs failed to state a claim with sufficient particularity and thus cannot survive demurrer.

The Second Cause of Action fares no better than the first. The tort alleged imposes a liability on defendants for improper methods of disrupting or diverting the business relationship of another falling outside the boundaries of fair competition. (*Settimo Assoc. v. Environ Syst. Inc.* (1993) 14 Cal. App. 4th 842, 845.) Plaintiffs argue that the specific economic relationship of which Defendant Bedolla was aware, and which he allegedly disrupted was Plaintiffs' obligation to pay their landlord, Sanchez, rent for the commercial property where they had their respective businesses. (Oppo 7:25-8:2). Even with the presumption that Bedolla knew Plaintiffs were Sanchez' commercial lessees, the obligation to pay Sanchez rent is not dependent on the fire marshal's investigation. Nor do Plaintiffs allege Bedolla ever had copies of their lease agreements, or that they directed his attention to any provisions within the lease agreements. Plaintiffs alleged that they knew from the outset that handyman Mullen caused the blaze but did not assert that Bedolla prevented them from presenting evidence of this to their landlord or his insurer. Additionally, Plaintiffs assert that they were able to conduct their own investigations and ultimately obtained fire loss benefits. There does not appear to be sufficient facts showing that there was a business relationship containing the possibility of future economic benefit which Bedolla was aware, or could have assumed, and which he negligently disrupted. Similarly, the claim fails as to Mead in that Plaintiffs are not in the business of submitting insurance claims for benefits or collecting fire insurance benefits. (*Redfearn v Trader Joes Co.* (2018) 20 Cal. App. 5th 989, 1005.) According to the TAC, Plaintiffs' relationship with Sanchez is that of tenants and landlord. Though the leases may have had provisions regarding the obligations of the parties in the event of fire loss, such provisions do not create the probability of future economic benefits in the fore of fire insurance proceeds, it was the that disrupted the landlord tenant relationship, not any act of Mead.

Leave to amend may be denied where in all probability that no amount of amendment will cure the defects, rendering the process futile. (*Foroudi v. Aerospace Corp*. (2020) 57 Cal. App. 5th 992, 1000.) Here, Plaintiffs have had three opportunities to cure the defects and have been unable to do so. As a result, the Demurrers are sustained without leave to amend.

CU-24-00234 Arredondo vs. Alarcon, et al.

The Court notes that Entries of Default have been entered against both named Defendants. The Court continues the Case Management Conference to July 14, 2025 at 10:30 a.m. In the interim, Plaintiff shall submit an application for default judgment, including affidavits or declarations in support of judgment.

CU-24-00255 Pryor vs. California Vanpool Authority, et al.

The Case Management Conference is continued to May 19, 2025 at 10:30 a.m.

CU-24-00315 Wells Fargo Bank, N.A. vs. Rao

The Case Management Conference is continued to July 14, 2025 at 10:30 a.m.

CU-25-00020 In the matter of Shannon Janee Clarke

The Petition for Change of Name is APPROVED as requested.

CU-25-00037 In the Matter of Carol Marie Berecz

The Petition for Change of Name is APPROVED as requested.

CU-25-00041 In the Matter of Lupe Escamilla

The Petition for Change of Name is DENIED without prejudice. Petitioner failed to file a Proof of Publication.

PR-23-00082 Estate of Jack Frusetta

The Court has read the Status Report and continues the Status Conference to July 14, 2025 at 10:30 a.m.

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PR-23-00097 In the Matter of Marcela Ventura Partida

The Court has read and considered the Declaration and Request of Conservator/Guardian for Accounting and dispenses with the need for an accounting of the period from February 7, 2024 through April 4, 2025 and future accountings provided the estate continues to meet the requirements of Probate Code section 2628(b).

PR-24-00087 Estate of Marion James Feist aka Jim Feist

The Petition for Final Distribution is APPROVED as requested.

END OF TENTATIVE DECISIONS

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