



Superior Court of California County of San Benito

Tentative Decisions for August 25, 2025

Courtroom #1: Judge J. Omar Rodriguez

CU-22-00073 Naegle vs. REFCO Farms, LLC

Plaintiff's Motion to Amend Complaint to Conform to Proof at Time of Trial is denied as it is moot in light of the complaint in Case CU-25-00121. The matter remains on calendar for Trial Setting.

CU-23-00196 U.S. Pipe and Irrigation, LLC vs. Benito Valley Farms, Inc.

Counsel's Motion to be Relieved is GRANTED. The Order is effective upon the filing of the proof of service of this order upon the client.

An attorney in an action may be changed at any time before or after judgment or final determination "(u)pon the order of the court, upon the application of either client or attorney, after notice from one to the other." (Cal. Code Civ. Proc. §284.) The motion must be accompanied by a declaration stating in general terms and without compromising the confidentiality of the attorney-client relationship why a motion under Code of Civil Procedure section 284(2) is brought. Defendant's counsel has complied with the requirements and demonstrated good cause to grant the motion.

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Based on the rulings below, the Case Management Conference is continued to October 27, 2025 at 10:30 a.m.

Demurrer

The Demurrers filed by Cross-Defendants W Ranch LLC, Ryan Wickham, and Stefanie Wickham are SUSTAINED with leave to amend as to the following causes of action: First Cause of Action (Breach of Contract); Second Cause of Action (Intentional Misrepresentation); Third Cause of Action (Fraudulent Misrepresentation); Fourth Cause of Action (Unfair Business Practice – Business & Professions Code sections 17200, et seq); Fifth Cause of Action (Breach of Implied Covenant of Good Faith and Fair Dealing); Sixth Cause of Action (Conversion); Seventh Cause of Action (Defamation Per Se); and Eighth Cause of Action (misabeled as the Seventh - Intentional Infliction of Emotional Distress). Cross-Complainants have 20 days to file an amended cross-complaint.

Cross-Complainants filed a response to the reply declarations. These are unauthorized pleadings and are disregarded, to the extent the additional document purports to be a motion to strike the reply declarations, the motion is denied.

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.) A party may demur when any ground for objection to a complaint appears on the face of it, or from a matter from which the court is required or may take judicial notice. (Cal. Code Civ. Proc. 430.30(a); *Levy v. Nielson* (2000) 83 Cal.App.4th 1061, 1063.) The Court's ruling on a demurrer is directed to the face of the pleading to determine whether the alleged facts are sufficient to state a cause of action. (Cal. Code of Civ. Proc. §430.10(e); *James v. Sup. Ct.* (1968) 261 Cal.App.2nd 415, 416-417.) 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.) When any ground for objection to a complaint appears on the face thereof, or from any matter of which the court is required to or may take judicial notice, the objection on that ground may be taken by a demurrer to the pleading. (Cal. Code Civ. Proc. §430.30(a); *Levy v. Nielson* (2000) 83 Cal.App.4th 1061, 1063.) 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.) For the purpose of testing the sufficiency of a cause of action, contentions, deductions, or conclusions of law are not admitted as true, and must be ignored. (*Aubry v. Tri-City Hosp Dist.* (1992) 2 Cal.4th 962, 966-67.) A party may not allege facts inconsistent with the exhibits to the complaint. (*Moran v. Prime Healthcare Management, Inc.* (2016) 3 Cal.App.5th 1131, 1145-6.)

The failure to state facts sufficient to constitute a cause of action are proper to sustain a demurrer. (Cal. Code Civ. Proc §430.10(e); see also *Esparza v. County of Los Angeles* (2014) 224 Cal.App.4th 452,459.) To prevail against the challenge, the complaint must sufficiently allege: 1) every element of that cause of action and 2) Plaintiff's standing to sue. (*Shaeffer v. Califa Farms, LLC* (2020) 44 Cal.App.5th 1125, 1134.) The facts that must be included in the complaint to properly allege a cause of action are the essential elements of that cause of action, as determined by the substantive law defining that cause of action. (*Foster v. Sexton* (2021) 61 Cal.App.5th 998, 1018.) A plaintiff need only plead ultimate facts rather than evidentiary facts. (*CW Johnson and Sons v. Carpenter* (2020) 53 Cal.App.5th 165,169.) A plaintiff must allege the essential facts with "clearness and precision so that nothing is left to surmise," and those allegations of material fact that are left to surmise are subject to demurrer. (Cal. Code Civ. Proc §430.10(f); *Bernstein v. Pillar* (1950) 98 Cal.App.2nd 441, 443.) While California is generally a notice pleading state, allegations of fraud require that they be pled with specificity and more detail than other causes of action (*Heritage Pac. Fin., LLC v. Monroy* (2013) 215 Cal. App.4th 972, 989.) The facts plead must show the defendant's misrepresentation, their knowledge of falsity, the intent to defraud, justifiable reliance and resulting damage. (*Kalnoki v. First Am. Trustee Servicing Solutions, LLC.* (2017) 8 Cal.App.5th 23, 35.) The court may sustain demurrer without leave to amend, unless there is a reasonable probability that the Plaintiff will be able to cure by amendment. (*Goodman v. Kennedy* (1976) 18 Cal.3rd 335, 349.)

A pleading must allege facts and not conclusions, and that material facts must be alleged directly and not by way of recital. (*Ankeny v. Lockheed Missiles & Space Co.* (1979) 88 Cal.App.3rd 531, 537.) "Also, in pleading, the essential facts upon which a determination of the controversy depends should be stated with clearness and precision so that nothing is left to surmise." (*Ibid.*)

First Cause of Action – Breach of Contract

With respect to claims premised upon a contract, a complaint must either: (a) set forth the terms of the contract verbatim; or (b) attach a copy of the contract and incorporate it by reference. (*Harris v. Rudin, Richman & Appel* (1999) 74 Cal.App.4th 299, 307.) The failure to identify the material terms of a contract renders the cause of action fatally defective. (*Twaite v. Allstate Ins. Co.* (1989) 216 Cal.App.3rd 239, 252-53; *Otworth v. Southern Pacific Transp. Co.* (1985) 166 Cal.App.3rd 452, 459; *Wise v. Southern Pacific Co.* (1963) 223 Cal.App.2nd 50, 59.) Contracts must be definite enough so that a court can ascertain what is required of the respective parties and whether their respective obligations have been performed or breached. (*Richards v. Oliver* (1958) 162 Cal.App.2nd 548, 561; *Boyd v. Bevilacqua* (1966) 247 Cal.App.2nd 272, 287.)

Here Cross-Complainants assert that there were a series of written contracts between the parties that define their agreements and duties to one another, but fails to allege the material terms of the contract and which terms were breached. As a result, the demurrer is sustained with leave to amend.

Second (Intentional Misrepresentation) and Third (Fraudulent Misrepresentation) Causes of Action

"A complaint for fraud must allege the following elements: (1) a knowingly false representation by the defendant; (2) an intent to deceive or induce reliance; (3) justifiable reliance by the plaintiff; and (4) resulting damages." (*Service by Medallion, Inc. v. Clorox Co.* (1996) 44 Cal.App.4th 1807, 1816.) "(I)n a promissory fraud action, to sufficiently allege defendant made a misrepresentation, the complaint must allege (1) the defendant made a representation of intent to perform some future action, i.e., the defendant made a promise, and (2) the defendant did not really have that intent at the time that the promise was made, i.e., the promise was false." (*Beckwith v. Dahl* (2012) 205 Cal.App.4th 1039, 1060.) Herein, both the second and third causes of action are a species of fraud.

Fraud must be pled with particularity. (*Goldrich v. Natural Y Surgical Specialties, Inc.* (1994) 25 Cal.App.4th 772, 782.) "It is a cardinal rule of pleading that fraud must be pleaded in specific language descriptive of the acts which are relied upon to constitute fraud. It

is not sufficient to allege it in general terms, or in terms which amount to mere conclusions.' " (*Raisch v. Sanitary District No. 1* (1952) 108 Cal.App.2nd 878, 883, quoting *Hannon v. Madden* (1931) 214 Cal. 251, 267.) The pleadings should be sufficient to "enable the court to determine whether, on the facts pleaded, there is any foundation, prima facie at least, for the charge of fraud." (*West v. J.P. Morgan Chase Bank, N.A.* (2013) 214 Cal.App.4th 789, 793.) The particularity requirement necessitates pleading facts that show how, when, where, to whom, and by what means the representations were made. (*Small v. Fritz Companies, Inc.* (2003) 30 Cal.4th 167, 184.) Plaintiffs must do more than plead a simple statement that they justifiably relied upon the statements. (*Beckwith v. Dahl* (2012) 205 Cal.App.4th 1039, 1066.) Here, the Cross-Complaint fails to allege facts with sufficient particularity as to how, when, where, to whom, and by what means the alleged misrepresentation was made. Moreover, the Cross-Complaint fails to assert in the essential manner to plead intentional misrepresentation and that Cross-Defendants made a representation of intent to perform some future action, and that Cross-Defendants did not have that intent at the time the promise was made.

Moreover, neither the Second nor Third Causes of Action plead specific facts regarding the conclusion that Cross-Complainant justifiably relied upon the alleged statement. The Court notes that in the opposition, Cross-Complainants raise new allegations (that Cross-Defendants attempted to lease and sell the horses without their consent, and refused to pay the Plaintiffs the proceeds from the use of their horses) that are not included in their First Amended Cross-Complaint. (Opp. 6:9-10, 20-21.) Therefore, those factual allegations will not be considered in the ruling on whether to sustain or overrule the Demurrer.

As a result, the demurrer is sustained with leave to amend.

Fourth Cause of Action

The Fourth Cause of Action, Unfair Business Practices, is based on an alleged breach of contract. In causes of action like these "based on an alleged breach of a written contract, the terms must be set out verbatim in the body of the complaint or a copy of the written instrument must be attached and incorporated by reference." (*Otworth v. Southern Pac. Transportation Co.* (1985) 166 Cal.App.3rd 452, 458-459.) Cross-Complainants do not allege

any of the terms of their alleged contracts. Nor are those contracts attached as exhibits to their amended cross-complaint. As a result, the court sustains the demurrer with leave to amend.

Fifth Cause of Action - Breach of Implied Covenant of Good Faith and Fair Dealing

“The prerequisite for any action for breach of implied covenant of good faith and fair dealing is the existence of a contractual relationship between the parties, since the covenant is an implied term in the contract.” (*Smith v. City and County of San Francisco* (1990) 225 Cal.App.3rd 38, 49.) Moreover, a cause of action may be disregarded as superfluous if the allegations do not go beyond a mere contractual breach and relies upon the same alleged acts that are already claimed in a companion contract cause of action. (*Careau v. Security Pac. Business Credit Inc.* (1990) 222 Cal.App.3rd 1371, 1394.) Here, Cross-Complainants failed to properly plead their breach of contract claim. Moreover, the Cross-Complainants failed to allege any other facts than those already alleged in their breach of contract claim rendering this cause of action duplicative. Therefore, the demurrer is sustained with leave to amend.

Sixth Cause of Action – Conversion

The conversion claim is premised on the alleged contractual relationship between the Cross-Defendants and the Cross-Complainants between 2020 and 2022, the Cross-Defendants note that the Cross-Complainants only opposed their special demurrer to the sixth cause of action for Conversion. However, the Cross-Complainants argue that the contracts are without relevance to the cause of action is difficult to parse. The cause of action avers that the Cross-Complainants entered into a contractual agreement for boarding and training horses with the Cross-Defendants, but that the contracts were voidable because the Cross-Defendants were an allegedly suspended business entity. (FACC ¶57.) Thus, the claim turns on the existence and alleged breach of these contracts in 2020-2022, which the ¶57 assert they made with Cross-Defendants and their agents. However, the contracts terms do not appear in the FACC, nor is the written contract attached. Thus, the claim is uncertain, and again the court sustains the demurrer with leave to amend.

Seventh Cause of Action – Defamation

The tort of defamation involves (a) a publication that is (b) false, (c) defamatory, and (d) unprivileged, and that (e) has a natural tendency to injure or causes special damage. (*Smith v. Maldonado* (1999) 72 Cal.App.4th 637, 645; *Seelig v. Infinity Broadcasting Corp.* (2002) 97 Cal.App.4th 798, 809.) "In defamation cases California follows a similar pleading rule, under which "the words constituting an alleged libel must be specifically identified, if not pleaded verbatim, in the complaint." (*Glassdoor, Inc. v. Super. Ct.* (2017) 9 Cal.App.5th 623, 635.) The statute of limitations for tort actions sounding in libel or slander is one year. (Cal. Code of Civ. Proc. §340 sub (c).) The action accrues on the date of first general distribution of publication to the public, however, if publication of defamatory materials is secret, or is "inherently unknowable" by the plaintiff, the cause of action accrues when the plaintiff discovers or with reasonable diligence should have discovered the defamatory statement. (*Fox v. Ethicon Endo-Surgery, Inc.* (2005) 35 Cal.4th 797, 808; *Shively v. Bozanich* (2003) 31 Cal.4th 1230, 1249-51.) Cross-Complainants allege delayed discovery of the defamatory statement, but fail to state any facts regarding a diligent investigation of the circumstances of the injury and whether he or she could not have reasonably discovered facts supporting the cause of action within the applicable statute of limitations period. As a result, the claim for defamation per se is time barred. However, in light of the pleading requirements to assert delayed discovery, the court will sustain the demurrer with leave to amend.

Eighth Cause of Action - Intentional Infliction of Emotional Distress

"The elements of a cause of action for intentional infliction of emotional distress are (1) outrageous conduct by the defendant, (2) intention to cause or reckless disregard of the probability of causing emotional distress, (3) severe emotional suffering, and (4) actual and proximate causation of the emotional distress." (*Molko v. Holy Spirit Assn.* (1986) 46 Cal.3rd 1092, 1120.) Conduct is extreme and outrageous when it exceeds all bounds of decency usually tolerated by a decent society and is of a nature which is specifically calculated to cause and does cause mental distress. (*Id.* at 1122.) Liability does not extend to mere insults, indignities, threats, annoyances, petty oppressions, or other trivialities. (*Ibid.*)

Here, Cross-Complainants' eighth cause of action is based on an alleged false report to Child Protective Services. Without a properly pled cause of action for defamation, the Cross-Complainants failed to plead outrageous conduct by Cross-Defendants. Whether the Cross-Defendants are immunized for allegedly reporting the Cross-Complainants to CPS is determined by whether they enjoy qualified civil immunity as a voluntary reporter of child abuse. This immunity may be overcome by proof that a false report was made and the person knew that the report was false or with reckless disregard for the truth of falsity of the report. (Penal Code §11172(a).) Here, the FACC alleges that Cross-Defendants retaliated against Cross-Complainants by maliciously submitting a false claim to CPS. The FACC never alleges that the claim that the report was "malicious" is a conclusion and the FACC never alleges that Cross-Defendants knew the report was false or made with reckless disregard of the truth or falsity of the report. As such, a conclusory claim of malice is insufficient to withstand demurrer. (*Locke v. Mitchell* (1936) 7 Cal.3rd 599, 603.) Thus, for the same reason that the demurrer is sustained for the seventh cause of action, the court sustains the demurrer to the eighth cause of action with leave to amend.

Special Motion to Strike Cross Complaint (SLAPP)

Since this ruling addresses the seventh and eighth causes of action and sustains the demurrer with leave to amend, the Special Motion to Strike is moot and will not be addressed.

CU-23-00241 Manning vs. State of California, et al. (lead case consolidated with CU-24-00230, and others)

Motions to reconsider are governed by Code of Civil Procedure section 1008(a). When an application for an order has been made to a judge or a court and has been refused in whole or in part, or has been granted or granted conditionally or on terms, any party affected by the order may, within 10 days after service on the party of written notice of entry of the order and based on new or different facts, circumstances, or law, apply to the judge or court that made the order to reconsider and modify, amend, or revoke the prior order. (Cal. Code Civ. Proc. §1008 (a), *Torres v. Design Group Facility Solutions, Inc.* (2020) 45 Cal.App.5th 239, 241.) A party moving for reconsideration must provide a satisfactory explanation for the

****Please contact Judicial Courtroom Assistant, Christian Rodriguez, at (831) 636-4057 x129 or crodriguez@sanbenitocourt.org with any objections or concerns.**

party's failure to produce the claimed new evidence at an earlier time. (*Yolo County Dept. of Child Support Svcs. v. Myers* (2016) 248 Cal.App.4th 42, 50.) The evidence must be such that the moving party could not, with reasonable diligence, have discovered or produced it on the previous motion. (*New York Times Co. v. Sup. Ct.* (2005) 135 Cal.App.4th 206, 212-213.) The court does have the authority to refine its legal reasoning (*Loeb v. County of San Diego* (2019) 43 Cal.App.5th 421, 430.) In making the motion for reconsideration, the party must state by affidavit what application had been made before, when, to what judge, what order or decisions were made, and what new or different facts, circumstances or law are claimed to be shown. The threshold questions for the court are whether the motion for reconsideration complies with the procedural requirements of Code of Civil Procedure section 1008, and whether the moving party has met the burden of proof with respect to one of the available grounds for reconsideration. If so, the judge may consider the merits of the alleged grounds for modifying, amending, or revoking the prior order. (*Shadow Traffic Network v. Sup. Ct.* (1994) 24 Cal.App.4th 1067, 1077-1078.)

Plaintiff has not presented new facts or law in this matter. Instead Plaintiff presents arguments to the ex parte application. While the court is fully cognizant that ex parte applications give the opposition little time to address the issues raised, they still provide an opportunity to present an opposition. Even if this court were to reconsider the decision reached on July 8, 2025, the outcome would not be different. Plaintiff argues that this court abused its authority in issuing the order in light of the facts as presented at the time, and had they presented their arguments the court would not have exercised its discretion to grant the continuance of trial. The court considered this argument in making its ruling and found that the reasons given by the Defendants in light of the complexities of the discovery in this matter, coupled with the abrupt departure of the primary counsel for the Defense risked the Defendant's ability to have the trial adjudicated on its merits if continuance was not granted.

As a result, the motion for reconsideration is DENIED.

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CU-23-00273 Padilla dba C P Construction Custom Building and Remodeling vs. Williams

Plaintiff's motion for post-judgment attorney's fees and costs attributed to efforts to enforce the judgment is GRANTED against Defendant Laura Williams in the amount of \$10,961.20 (\$8,284.50 in attorney's fees and \$2,676.70 in costs) as requested.

Code of Civil Procedure section 685.040 provides that attorney's fees incurred in the enforcement of a judgment are recoverable as costs if the underlying judgment included an award of attorney's fees to the judgment creditor. Judgment creditors are entitled to reasonable and necessary attorney's fees for their enforcement efforts if provided by law. (Cal. Code Civ. Proc. §685.040.) Here, the judgment is based on efforts to enforce the terms of the parties written contract, which provides that in the event there is "arbitration or litigation arising from this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees." (Liddicoat Decl. Ex B.) The Judgment specifies that Plaintiff is the prevailing party in each of the causes of action. (Liddicoat Decl. Ex A.) As a result, Plaintiff is a judgment creditor entitled to the reasonable fees and costs necessary to enforce the judgment based upon the underlying contract. (Civil Code §1717). The court finds that based upon the authority cited, that the use of the Laffey Matrix to establish the reasonableness of counsel's hourly rate is warranted.

CU-24-00107 Saso, Vincent et al vs. Maddox, Judith Ann et al

The Court has read and considered Plaintiffs' Case Management Conference statement. The CMC is continued to February 2, 2025 at 10:30 a.m. If the case is not at issue by the next CMC, the Court will consider an Order to Show Cause pursuant to California Rule of Court Rule 3.110, which requires that the complaint be served on all named defendants and proofs of service on those defendants must be filed with the court within 60 days after filing of the complaint.

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****Please contact Judicial Courtroom Assistant, Christian Rodriguez, at (831) 636-4057 x129 or crodriguez@sanbenitocourt.org with any objections or concerns.**

CU-25-00031 Espinoza vs. Navigator Schools

The Court has read and considered the Case Management Conference Statements submitted by each party. The Court continues the Case Management Conference to November 17, 2025 at 10:30 a.m.

CU-25-00042 Espinoza vs. Navigator Schools

The Court has read and considered the Case Management Conference Statements submitted by each party. The Court continues the Case Management Conference to November 17, 2025 at 10:30 a.m.

CU-25-00053 Headway Capital, LLC vs. American Painting and Maintenance, Inc, et al.

The Court has read and considered the Case Management Conference Statements submitted by Plaintiff. The Court continues the Case Management Conference to December 15, 2025 at 10:30 a.m. The Court dismisses the Order to Show Cause. No appearances are necessary on August 25, 2025.

CU-25-00065 Dorenbush, et al. vs. Guerra, et al.

In light of the Stipulation and Order permitting Defendants Guerra, Guerra and Symmetry Design & Built Inc. to file a cross-complaint, the Case Management Conference is continued to October 27, 2025 at 10:30 a.m. to allow for service of the cross-complaint and response.

PR-18-00044 In Re Conservatorship of Catia Rose Carli

The Court has read and considered the Investigator's Report filed on August 19, 2025. Based on the Report, the conservatorship shall continue and be reviewed in two (2) years. The Court will provide notice of the next review hearing.

No appearances are necessary on August 25, 2025.

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PR-18-00045 In Re Conservatorship of Alessia Maria Carli

The Court has read and considered the Investigator's Report filed on August 19, 2025. Based on the Report, the conservatorship shall continue and be reviewed in two (2) years. The Court will provide notice of the next review hearing.

No appearances are necessary on August 25, 2025.

PR-18-00066 In Re Conservatorship of Ernestine Cerrato

The Court has read and considered the Investigator's Report filed on August 22, 2025. Based on the Report, the conservatorship shall continue and be reviewed in two (2) years. The Court will provide notice of the next review hearing.

No appearances are necessary on August 25, 2025.

PR-23-00098 In re Estate of Federico Acosta

The Petition for Waiver of Account of Final Distribution is APPROVED as requested.

PR-25-00008 In re Estate of Jose Antonio Agredano

The Petition is APPROVED as requested. Bond is waived. Lucia Areias is appointed as referee. Full authority is granted to administer the estate under the Independent Administration of Estates Act. Petitioner is to file an Inventory and Appraisal within four months of issuance of letters (Prob. Code section 8800(b)) and either a petition for an order for final distribution of the estate or a report of status of administration within the timeframe set out in Probate Code section 12200.

The matter is set for hearing on March 2, 2026 at 10:30 a.m. for status of estate or final account and distribution. No appearances at the hearing will be required if the court determines that administration of the estate is timely proceeding, or good cause is shown why more time is required.

PR-25-00070 In re Richard T. Corona

The hearing regarding the appointment of guardian is continued to October 6, 2025 at 10:30 a.m. in order to allow for the completion of the investigation.

PR-25-00078 In re Estate of Richard Everly

The Petition is APPROVED as requested. Cynthia Castaneda is appointed to serve as administrator of the Estate of Richard Everly. Bond is set at \$670,000. Lucia Areias is appointed as referee. Full authority is granted to administer the estate under the Independent Administration of Estates Act. Petitioner is to file an Inventory and Appraisal within four months of issuance of letters (Prob. Code section 8800(b)) and either a petition for an order for final distribution of the estate or a report of status of administration within the timeframe set out in Probate Code section 12200.

The matter is set for hearing on March 2, 2026 at 10:30 a.m. for status of estate or final account and distribution. No appearances at the hearing will be required if the court determines that administration of the estate is timely proceeding, or good cause is shown why more time is required.

PR-25-00080 In re Estate of Aurora Malacara

The Petition is APPROVED as requested. Bond is waived. Lucia Areias is appointed as referee. Full authority is granted to administer the estate under the Independent Administration of Estates Act. Petitioner is to file an Inventory and Appraisal within four months of issuance of letters (Prob. Code section 8800(b)) and either a petition for an order for final distribution of the estate or a report of status of administration within the timeframe set out in Probate Code section 12200.

The matter is set for hearing on March 2, 2026 at 10:30 a.m. for status of estate or final account and distribution. No appearances at the hearing will be required if the court determines that administration of the estate is timely proceeding, or good cause is shown why more time is required.

END OF TENTATIVE DECISIONS