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| **1. TIME: 9:00 CASE#: MSC12-00247**  **CASE NAME: HARRY BARRETT VS. CASTLE PRINCIPLES, LLC**  **SPECIAL SET HEARING ON: RECONSIDERATION OF THE COURT'S 1/30/15**  **ORDER SET BY DEPT. 9**  ***\* TENTATIVE RULING: \****  The matter is continued to January 27, 2016 at 9:00 a.m. |
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| **2. TIME: 9:00 CASE#: MSC13-01972**  **CASE NAME: TEHRANI-EMAMI VS. R.E. SERRANO, INC.**  **HEARING ON MOTION TO/FOR BIFURCATE LIABILITY AND DAMAGES PHASES**  **OF TRIAL FILED BY R.E. SERRANO, INC.**  ***\* TENTATIVE RULING: \****  Settled and taken off calendar, per email from plaintiff’s counsel. |
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| **3. TIME: 9:00 CASE#: MSC13-01972**  **CASE NAME: TEHRANI-EMAMI VS. R.E. SERRANO, INC.**  **HEARING ON MOTION FOR SUMMARY JUDGMENT FILED BY STATE OF**  **CALIFORNIA, BAY CITIES PAVING AND GRADING, INC.**  ***\* TENTATIVE RULING: \****  Settled and taken off calendar, per email from plaintiff’s counsel. |
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| **4. TIME: 9:00 CASE#: MSC14-01532**  **CASE NAME: QUANZHOU BRIGHT SOLAR VS. BEAUTIFUL WORLD LLC**  **HEARING ON MOTION TO/FOR PRELIMINARY INJUNCTION FILED BY**  **BEAUTIFUL WORLD LLC**  ***\* TENTATIVE RULING: \****  Unopposed – the preliminary injunction is granted as requested. |
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| **5. TIME: 9:00 CASE#: MSC14-01532**  **CASE NAME: QUANZHOU BRIGHT SOLAR VS. BEAUTIFUL WORLD LLC**  **FURTHER CASE MANAGEMENT CONFERENCE**  ***\* TENTATIVE RULING: \****  May appear by Court Call. |
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| **6. TIME: 9:00 CASE#: MSC15-00717**  **CASE NAME: DHINGRA VS. MAND**  **HEARING ON DEMURRER TO 1st Amended COMPLAINT of DHINGRA FILED BY**  **SUDHA RAO**  ***\* TENTATIVE RULING: \****  Defendant Sudha Rao’s (“Rao”) special demurrer to the entire First Amended Complaint (“FAC”) on the grounds of uncertainty is overruled. While the court recognizes that the FAC is, at times, uncertain and even unintelligible, all Defendants have sufficient notice of what the essential claims are against them, such that each can reasonably respond. See Khoury v. Maly’s of California, Inc. (1993) 14 Cal.App.4th 612, 616.  Defendant’s general demurrer is sustained without leave to amend. Rao is alleged to have allowed Sunita to move in with her following the discovery by Plaintiff of the STD he had contracted from Sunita. Rao is further alleged to have had numerous conversations with Plaintiff that related to the sexual and other issues in Plaintiff and Sunita’s marriage, whether the affair occurred or not, *etc*. There is nothing about such conduct that rises to the level of a tort for invasion of privacy (third cause of action), intentional infliction of emotional distress (sixth cause of action), negligent infliction of emotional distress (seventh cause of action) and deceit (eighth cause of action for concealment and ninth cause of action for misrepresentation). Were it the case that every friend to a spouse in an imploding marriage (due to sexual infidelity, transmission of an STD, *etc*.) could be held liable in tort for their conversations with the other spouse, there would be nothing short of a flood of tort litigation. See Cabral v. Ralph’s Grocery Co. (2011) 51 Cal.4th 764, 771; Rowland v. Christian (1968) 69 Cal.2d 108, 113.  Defendant’s RJN of the FAC is granted. See Evid. Code Section 452(d) |
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| **7. TIME: 9:00 CASE#: MSC15-00717**  **CASE NAME: DHINGRA VS. MAND**  **HEARING ON DEMURRER TO 1st Amended COMPLAINT of DHINGRA FILED BY**  **SUNITA DHINGRA**  ***\* TENTATIVE RULING: \****  Defendant Sunita Dhingra’s (“Sunita) special demurrer to the entire First Amended Complaint (“FAC”) on the grounds of uncertainty is overruled. While the court recognizes that the FAC is, at times, uncertain and even unintelligible, all Defendants have sufficient notice of what the essential claims are against them, such that each can reasonably respond. See Khoury v. Maly’s of California, Inc. (1993) 14 Cal.App.4th 612, 616.  Defendant’s general demurrer is sustained in part and overruled in part. The demurrer to the second cause of action is overruled. A sexual battery is alleged under Civil Code Section 1708.5(a)(1), which provides that a person commits a sexual battery when he or she “(1) acts with intent to cause a harmful or offensive contact with an intimate part of another, and a sexually offensive contact with that person directly or indirectly results, [or] (2) acts with the intent to cause a harmful or offensive contact with another by use of his or her intimate part, and a sexually offensive contact with that person directly or indirectly results.” This section is interpreted to require that the batteree did not consent to the contact. See Angie M. v. Superior Court 37 Cal.App.4th 1217, 1225.    The FAC sufficiently alleges that Sunita knew she had an STD and yet did not inform Plaintiff that she had been infected when she had unprotected intercourse with him from October 18, 2013 to October 20, 2013. (FAC, paragraphs 49, 53) This failure to inform Plaintiff of the risk of infection “vitiate[d] any consent that Plaintiff may have given for sexual activity with Sunita.” (FAC, paragraph 49) The FAC further alleges that Sunita “willfully” engaged in sexual intercourse with Plaintiff, thereby exposing Plaintiff to an infectious disease and STD and causing the Plaintiff’s infections and injuries. (FAC, paragraph 55) See    The demurrer to the third cause of action for violation of privacy is sustained without leave to amend. There are no facts alleged sufficient to establish an invasion of privacy. See CACI 1800.  The demurrer to the fourth cause of action for domestic violence is sustained without leave to amend. None of the facts set out in this lengthy cause of action rise to the level of domestic violence as set forth in Family Code Section 6203.  The demurrer to the negligent transmission of an infectious disease (fifth cause of action), negligent infliction of emotional distress (seventh cause of action) and the failure to disclose a disease (eighth cause of action for deceit by concealment and ninth cause of action for deceit by misrepresentation) are overruled. A plaintiff may maintain negligence and fraud claims based on wrongful transmission of a venereal disease, which is what is alleged herein. See Kathleen K. v. Robert B. (1984) 150 Cal.App.3d 992, 996-997; Doe v. Roe (1990) 218 Cal.App.3d 1538, 1543-1545.  The demurrer to the intentional infliction of emotional distress claim is overruled. A reasonable person could find Sunita’s failure to disclose the fact that she was disease free before Plaintiff had unprotected intercourse with her was outrageous conduct done with reckless disregard of the probability of causing Plaintiff severe emotional distress. See Kathleen K. v. Robert B., supra, 150 Cal.App.3d at 996-997; Behr v. Redmond (2011) 193 Cal.App.4th 517, 525; Hughes v. Pair (2009) 46 Cal.4th 1035, 1050-1051.  Defendant’s objection to Exhibit A attached to Plaintiff’s opposition is granted. The court does not consider extrinsic evidence on demurrer. See Ion Equipment Corp. v. Nelson (1980) 110 Cal.App.3d 868, 881. |
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| **8. TIME: 9:00 CASE#: MSC15-00717**  **CASE NAME: DHINGRA VS. MAND**  **HEARING ON DEMURRER TO 1st Amended COMPLAINT of DHINGRA FILED BY**  **RANDALL THOMSON-STORY**  ***\* TENTATIVE RULING: \****  Defendant Randi Thomas Story’s (“Randi”) special demurrer to the entire First Amended Complaint (“FAC”) on the grounds of uncertainty is overruled. While the court recognizes that the FAC is, at times, uncertain and even unintelligible, all Defendants have sufficient notice of what the essential claims are against them, such that each can reasonably respond. See Khoury v. Maly’s of California, Inc. (1993) 14 Cal.App.4th 612, 616.  Defendant’s general demurrer is sustained without leave to amend. The allegations against Randi appear to be that she assisted or arranged for her husband, Kenneth, to have sex with Plaintiff’s wife, and that she owed Plaintiff, as a friend, some duty to tell him about the affair and STD. These allegations are insufficient to state a claim for invasion of privacy (third cause of action), intentional infliction of emotional distress (sixth cause of action), negligent infliction of emotional distress (seventh cause of action) or deceit (eighth cause of action for deceit by concealment or ninth cause of action for deceit by misrepresentation). Public policy bars any claim against Randi that she assisted or arranged an affair with her husband and Sunita, which caused harm to Plaintiff. See Civil Code Section 43.5. To the extent that she is alleged to have known that her husband, Kenneth, had an STD and still arranged the affair with Sunita, Defendant owes no duty to Plaintiff. Randi may have a duty to Sunita to have warned her of the risk of venereal disease from intercourse with her husband, but for public policy reasons, the duty does not extend to all other possible sex partners Sunita may then have. (FAC, paragraph 98) The court finds that, as a matter of public policy, the duty does not run to third parties that are not involved in the relationship to warn possible sex partners of the infected individual(s) of their potential risk. See Cabral v. Ralph’s Grocery Co. (2011) 51 Cal.4th 764, 771; Rowland v. Christian (1968) 69 Cal.2d 108, 113.  Defendant’s objection to Exhibit A attached to Plaintiff’s opposition is granted. The court does not consider extrinsic evidence on demurrer. See Ion Equipment Corp. v. Nelson (1980) 110 Cal.App.3d 868, 881. |
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| **9. TIME: 9:00 CASE#: MSC15-00717**  **CASE NAME: DHINGRA VS. MAND**  **HEARING ON DEMURRER TO 1st Amended COMPLAINT of DHINGRA FILED BY**  **KENNETH STORY**  ***\* TENTATIVE RULING: \****  Defendant Kenneth Story’s (“Kenneth”) special demurrer to the entire First Amended Complaint (“FAC”) on the grounds of uncertainty is overruled. While the court recognizes that the FAC is, at times, uncertain and even unintelligible, all Defendants have sufficient notice of what the essential claims are against them, such that each can reasonably respond. See Khoury v. Maly’s of California, Inc. (1993) 14 Cal.App.4th 612, 616.  Defendant’s general demurrer to the FAC is sustained in part and overruled in part. The demurrer to the first cause of action for sexual battery is overruled. The FAC alleges that Kenneth knew that he was infected with a STD at the times he had unprotected intercourse with Plaintiff’s wife and disregarded the fact that Sunita would likely get the disease and then have intercourse with Plaintiff upon his return from medical school . (FAC, paragraphs 10, 12) Transferred intent is a long-standing theory relating to assigning fault to a party when he intends to commit an act but mistakenly causes harm to another. See People v. Czahara (1988) 203 Cal.App.3d 1468, 1474.  The demurrer to the third cause of action is sustained without leave to amend. To the extent that Plaintiff claims that Kenneth, in having an affair with his wife, even if “arranged” by others, caused him to divorce Sunita or lose her affection, these claims are barred as a matter of public policy under Civil Code Section 43.5. The only fact the court can locate in the mish mash of allegations in the invasion of privacy cause of action against Kenneth would enter Plaintiff’s property while Plaintiff was not at home and on one occasion, he stared at Plaintiff through Plaintiff’s kitchen window. (FAC, paragraph 67) These facts, standing alone, do not establish an invasion of privacy. See CACI 1800.  The demurrer to the fifth cause of action for negligent transmission of a sexually transmitted infection is sustained without leave to amend. Plaintiff does not have standing to bring this claim as Sunita was the one infected by Kenneth’s alleged negligence.  The demurrer to the sixth cause of action for intentional infliction of emotional distress is overruled. A reasonable person could find Kenneth’s conduct to be outrageous and with conscious disregard of the severe emotional harm caused to Plaintiff from passing on a STD to Plaintiff’s wife. See Kathleen K. v. Robert B., supra, 150 Cal.App.3d at 996-997; Behr v. Redmond (2011) 193 Cal.App.4th 517, 525; Hughes v. Pair (2009) 46 Cal.4th 1035, 1050-1051.  The demurrer to the seventh cause of action for negligent infliction of emotional distress is overruled. A negligent infliction of infliction emotional distress claim is simply a claim for negligence. Kenneth is alleged to have known that he had an STD and had unprotected intercourse with Plaintiff’s wife, knowing the likelihood that she would become infected and pass the disease onto her husband when he returned from out of the country. Courts have generally found that people suffering from an STD have a duty either to avoid sexual contact with uninfected persons or, at least to warn potential sex partners, that they have a venereal disease before sexual contact occurs. See Doe v. Roe (1990) 218 Cal.App.3d 1538, 1543-1545.  The demurrer to the eighth and ninth causes of action for deceit is sustained without leave to amend. While there is a duty on the part of Plaintiff’s wife to warn her husband of the possible transmission of a venereal disease, the duty cannot extend to Kenneth, as he would then be required to tell Plaintiff of Sunita’s STD and all of Sunita’s current and future partners. See Cabral v. Ralph’s Grocery Co. (2011) 51 Cal.4th 764, 771; Rowland v. Christian (1968) 69 Cal.2d 108, 113. |
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| **10. TIME: 9:00 CASE#: MSC15-00717**  **CASE NAME: DHINGRA VS. MAND**  **HEARING ON DEMURRER TO 1st Amended COMPLAINT of DHINGRA FILED BY**  **GURDEV S MAND**  ***\* TENTATIVE RULING: \****  Defendant Gurdev Mand’s (“Mand”) special demurrer to the entire First Amended Complaint (“FAC”) on the grounds of uncertainty is overruled. While the court recognizes that the FAC is, at times, uncertain and even unintelligible, all Defendants have sufficient notice of what the essential claims are against them, such that each can reasonably respond. See Khoury v. Maly’s of California, Inc. (1993) 14 Cal.App.4th 612, 616.  Defendant’s general demurrer is sustained without leave to amend. The FAC alleges that Mand was involved in a clandestine operation with Co-Defendants Randi and Kenneth, to provide Kenneth with sexual services by Sunita. (FAC, paragraph 8) The FAC also alleges that Mand knew that Kenneth was infected with an STD and had a duty to warn Plaintiff. These allegations are insufficient to state a claim for invasion of privacy (third cause of action), intentional infliction of emotional distress (sixth cause of action), negligent infliction of emotional distress (seventh cause of action) or deceit (eighth cause of action for deceit by concealment or ninth cause of action for deceit by misrepresentation). Public policy bars any claim against Mand that he assisted or arranged an affair with Kenneth and Sunita, which caused harm to Plaintiff. See Civil Code Section 43.5. To the extent that Mand is alleged to have known that Kenneth had an STD and still arranged the affair with Sunita, Defendant owes no duty to Plaintiff. Mand may have a duty to Sunita to have warned her of the risk of venereal disease from intercourse with Kenneth, but for public policy reasons, the duty does not extend to all other possible sex partners Sunita may then have. (FAC, paragraph 98) The court finds that, as a matter of public policy, the duty does not run to third parties that are not involved in the relationship to warn possible sex partners of the infected individual(s) of their potential risk. See Cabral v. Ralph’s Grocery Co. (2011) 51 Cal.4th 764, 771; Rowland v. Christian (1968) 69 Cal.2d 108, 113. |
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| **11. TIME: 9:00 CASE#: MSC15-00717**  **CASE NAME: DHINGRA VS. MAND**  **HEARING ON MOTION TO/FOR STRIKE PORTIONS OF FIRST AMENDED**  **COMPLAINT FILED BY SUDHA RAO**  ***\* TENTATIVE RULING: \****  Moot in light of the demurrer ruling in Line 6. |
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| **12. TIME: 9:00 CASE#: MSC15-00905**  **CASE NAME: SEAN MANNING VS. LES SCHWAB TIRE CENTERS**  **HEARING ON MOTION TO/FOR LEAVE TO AMEND COMPLAINT FILED BY SEAN**  **MANNING**  ***\* TENTATIVE RULING: \****  The motion is denied because plaintiff has failed to comply with Rule 3.1324 and is seeking to add 3 new unrelated causes of action, which are barred by the statute of limitations. |
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| **13. TIME: 9:00 CASE#: MSC15-00905**  **CASE NAME: SEAN MANNING VS. LES SCHWAB TIRE CENTERS**  **FURTHER CASE MANAGEMENT CONFERENCE**  ***\* TENTATIVE RULING: \****  May appear by Court Call if Line 12 is not argued. |
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| **14. TIME: 9:00 CASE#: MSC15-01317**  **CASE NAME: OKOLI VS. ADAMS**  **HEARING ON MOTION TO/FOR SET ASIDE DEFAULT AND FOR LEAVE TO FILE**  **RESPONSE FILED BY ASHA MADOSHI**  ***\* TENTATIVE RULING: \****  The motion to set aside is granted based on CCP 473 and Defendant’s showing of good cause. CCP473(b) provides that the application to set aside shall be accompanied by the “answer or other pleading” proposed to be filed. Defendant has provided a copy of demurrer and cross-complaint she wishes to file. That request is granted. |
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| **15. TIME: 9:00 CASE#: MSC15-01317**  **CASE NAME: OKOLI VS. ADAMS**  **CASE MANAGEMENT CONFERENCE**  ***\* TENTATIVE RULING: \****  May appear by Court Call if Line 14 is not argued. |
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| **16. TIME: 9:00 CASE#: MSC15-01427**  **CASE NAME: ARECHIGA VS. B OF A**  **HEARING ON DEMURRER TO 1st Amended COMPLAINT of ARECHIGA FILED**  **BY NATIONSTAR MORTGAGE, LLC**  ***\* TENTATIVE RULING: \****    Defendant Bank of America’s demurrer to the First Amended Complaint **is sustained.**  **As to the 1st Cause of Action of Violation of Civil Code §2937, the demurrer is sustained with leave to amend.** Plaintiffs failed to allege facts sufficient to state a cause of action. Plaintiffs allege at ¶19 of the First Amended Complaint (“FAC”) that Nationstar took over as servicer of the Loan on or about 2012 from Bank of America, N.A. (“BANA”) Plaintiffs attached Exh. B to the FAC, Assignment of Deed of Trust, which purports to show BANA transferred its beneficial interest under the Deed of Trust to Nationstar on September 10, 2013. However, this does not contradict, as a matter of law, Plaintiff’s allegation that the servicing of the loan was transferred on or about 2012, prior to the enactment of the Homeowners’ Bill of Rights.  Moreover, Plaintiffs failed to sufficiently allege damages. Plaintiff failed to allege facts showing a causal connection between the alleged statutory violation (failure to provide notice of change in loan servicer) and the alleged damages. Plaintiffs allege Mr. Arechiga stopped making payments after May 2013. (FAC, ¶18) Plaintiffs alleged damages—potential loss of the Subject Property, loss of opportunity to explore potential foreclosure prevention alternatives, the cost and expense of this litigation, and emotional distress—appears to result from Mr. Arechiga’s decision to stop making payments. *Amaral v. Wachovia Mortg. Corp.* (E.D. Cal., Mar. 29, 2011) 2011 WL 1205250; *Xochitl Vivanco Duenas v. Ocwen Loan Servicing, LLC* (E.D.Cal. Sep. 16, 2014, No. 1:14-cv-00406 - JLT) 2014 U.S. Dist. LEXIS 130610, at \*25-26.  Finally, Plaintiffs have not allege facts establishing Tiffany Arechiga has standing to bring an action for violation of Civil Code §2937. There are no facts establishing she is a borrower or subsequent obligor.  **As to the 2nd Cause of Action for Violation of Civil Code §2923.55, the demurrer is sustained with leave to amend.** Plaintiffs have not allege facts sufficient to state a cause of action. Plaintiffs alleged facts showing BANA was no longer servicing the loan when HBOR was enacted. Plaintiffs have not alleged facts demonstrating the applicability of this statute to Defendant BANA.  **As to the 3rd Cause of Action for Violation of Civil Code §2923.6, the demurrer is sustained with leave to amend.** Plaintiffs failed to allege facts sufficient to state a cause of action. Plaintiffs failed to allege facts showing HBOR is applicable to this defendant since Plaintiff allege Defendants ceased servicing the loan in 2012.  **As to the** **4th Cause of Action for Violation of Civil Code §2323.7, the demurrer is sustained without leave to amend.**  Plaintiffs failed to allege facts sufficient to state a cause of action against this Defendant. The statute imposes duties only on the loan servicer.*Rockridge Trust v. Wells Fargo, N.A.* (N.D.Cal. 2013) 985 F.Supp.2d 1110, 1151.)Moreover, Plaintiffs do not make charging allegations against this defendant. Plaintiff only alleges she contacted Nationstar and requested foreclosure prevention assistance.  **As to the 5th Cause of Action for Injunctive Relief Pursuant to Civil Code Section 2924.12, the demurrer is sustained without leave to amend.** Plaintiffs failed to allege facts sufficient to state a cause of action against this Defendant. Plaintiffs allege Bank of America transferred loan servicing responsibilities to Nationstar in 2012 or September 2013, when Bank of America assigned its interest under the Deed of Trust to Nationstar. Injunctive relief against this Defendant is moot.  **As to the 6th Cause of Action for Unfair Business Practices, the demurrer is sustained with leave to amend.** Plaintiffs failed to allege facts sufficient to state a cause of action. Plaintiffs’ claim for violation of Business & Professions Code §17200 is predicated upon violations of various sections of HBOR. The HBOR claims fail as to this Defendant. Therefore, the UCL must fail.  Bank of America, N.A.’s Request for Judicial Notice  Bank of America, N.A.’s request for judicial notice of the following is granted pursuant to Evidence Code §452(d) and (h).   1. Exhibit 1--Deed of Trust obtained from Aegis Wholesale Corp. 2. Exhibit 2—Grant Deed recorded on June 29, 2007 3. Exhibit 3—Assignment of Deed of Trust, recorded on May 2, 2012 4. Exhibit 4—Assignment of Deed of Trust, recorded on May 12, 2013 5. Exhibit 5—The Grant Deed, recorded on September 29, 2014 6. Exhibit 6—Notice of Default, recorded on April 29, 2015 |
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| **17. TIME: 9:00 CASE#: MSC15-01427**  **CASE NAME: ARECHIGA VS B OF A**  **HEARING ON DEMURRER TO 1st Amended COMPLAINT of ARECHIGA FILED**  **BY BANK OF AMERICA, N.A.**  ***\* TENTATIVE RULING: \****    Defendant Nationstar Mortgage, LLC’s demurrer to the First Amended Complaint **is sustained in part and overruled in part.**  As to Plaintiff Tiffany Arechiga, the demurrer is sustained with leave to amend as she has failed to allege facts establishing standing to bring the claims under the Homeowners Bill of Rights.  With regards to Plaintiff Gregory Arechiga, the court rules as follows:  **As to the 1st Cause of Action of Violation of Civil Code §2937, the demurrer is overruled.** Plaintiffs have alleged facts sufficient to state a cause of action. Under *Mabry v. Superior Court* (2010) 185 Cal.App.4th 208, 214, a plaintiff does not have to allege tender to maintain a claim for HBOR violation. Defendant relies on *Gorman v. Wells Fargo Bank, N.A.* (C.D.Cal. Apr. 21, 2015, No. CV 15-194-JFW (JCx)) 2015 U.S. Dist. LEXIS 54964.) in support of its argument that constructive notice was sufficient. In *Gorman*, the plaintiff had argued that the assignment was effective only upon recordation. The court was addressing this issue and not whether recordation of the assignment of deed of trust gave constructive notice to the borrower of a change in loan servicer.  **As to the 2nd Cause of Action for Violation of Civil Code §2923.55, the demurrer is overruled.** Plaintiffs have alleged facts sufficient to state a cause of action. Civil Code §2923.55(b)(1)(B). It provides:  **(b)(1)**  As specified in subdivision (a), a mortgage servicer shall send the following information in writing to the borrower:  **(B)**  A statement that the borrower may request the following:  **(i)**  A copy of the borrower's promissory note or other evidence of indebtedness.  **(ii)**  A copy of the borrower's deed of trust or mortgage.  **(iii)**  A copy of any assignment, if applicable, of the borrower's mortgage or deed of trust required to demonstrate the right of the mortgage servicer to foreclose.  **(iv)**  A copy of the borrower's payment history since the borrower was last less than 60 days past due.  Plaintiffs allege they requested copy of the information and it was not provided. Similarly, the court in *Johnson v. SunTrust Mortg., Inc.* (C.D.Cal. Aug. 4, 2014, No. CV 14-2658 DSF (PJWx)) 2014 U.S. Dist. LEXIS 110257, found the plaintiff had stated a claim under this section, even he had not stated a claim under section 2923.55(b)(2), because he had alleged facts sufficient to show Defendant had made contact regarding his financial condition.    **As to the 3rd Cause of Action for Violation of Civil Code §2923.6, the demurrer is overruled.**  Plaintiffs have alleged facts sufficient facts to state claim. For the purpose of testing the sufficiency of the cause of action, the demurrer admits the truth of all *material facts properly pleaded*. *Aubry v. Tri-City Hosp. Dist.* (1992) 2 C4th 962, 966-967. Plaintiffs alleged at ¶¶45 and 46 they submitted a completed application and that Defendant failed to make a written determination. Whether or not the application was “completed” is a question of fact, not proper on demurrer.  **As to the** **4th Cause of Action for Violation of Civil Code §2323.7, the demurrer is overruled.** Plaintiffs have alleged facts sufficient to state a cause of action. “Under the plain meaning of the statute, a mortgage servicer's obligation to establish a single point of contact is triggered "upon request from a borrower who requests a foreclosure prevention alternative," not upon request from a borrower who requests a single point of contact.” *Mungai v. Wells Fargo Bank* (N.D.Cal. June 3, 2014, No. C-14-00289 DMR) 2014 U.S. Dist. LEXIS 77407, at \*31.) Plaintiffs alleged at ¶40, they requested foreclosure prevention assistance.  Moreover, Plaintiffs have sufficiently alleged a causal connection between their alleged damages and Defendant’s purported failure to assign a “single point of contact.”  **As to the 5th Cause of Action for Injunctive Relief Pursuant to Civil Code Section 2924.12, the demurrer is overruled.** Plaintiffs have alleged facts sufficient to state a cause of action. Cal. Civil Code §2924.12 provides, “If a trustee's deed upon sale has not been recorded, a borrower may bring an action for injunctive relief to enjoin a material violation of Section 2923.55, 2923.6, 2923.7, 2924.9, 2924.10, 2924.11, or 2924.17.” Mr. Arechiga has alleged sufficient facts to a claim for violations of sections 2923.6 and 2923.7.  **As to the 6th Cause of Action for Unfair Business Practices, the demurrer is overruled.** Plaintiffs have alleged facts sufficient to state a cause of action. “The UCL does not proscribe specific activities, but broadly prohibits ‘any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising.’” *Puentes v. Wells Fargo Home Mortgage, Inc.* (2008) 160 Cal.App.4th 638, 643-644. “By proscribing ‘any unlawful’ business practice, ‘section 17200 “borrows” violations of other laws and treats them as unlawful practices’ that the unfair competition law makes independently actionable.” *Ibid*.  Since Plaintiffs have alleged facts sufficient to state a claim for HBOR violations, Plaintiffs have alleged facts sufficient to support a claim for violation under Business & Professions Code §17200.  Defendant Nationstar Mortgage, LLC’s Request for Judicial Notice  Defendant’s request for the court to take judicial notice of the following documents is granted pursuant to Evidence Code §452(h):   1. Deed of Trust, recorded on June 15, 2005 2. Assignment of Deed of Trust, recorded May 2, 2012 3. Substitution of Trustee recorded on April 29, 2015 4. Notice of Default recorded April 29, 2015 5. Substitution of Trustee recorded on April 29, 2015 6. Notice of Trustee’s Sale recorded on August 27, 2015 |
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| **18. TIME: 9:00 CASE#: MSC15-01552**  **CASE NAME: LACEY VS. CRAIG**  **HEARING ON MOTION TO/FOR STRIKE REQUEST FOR EXEMPLARY DAMAGES**  **FILED BY KATHRYN CRAIG**  ***\* TENTATIVE RULING: \****  The motion to strike is granted with 15 days leave to amend to allege additional specific facts which warrant punitive damages. |
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| **19. TIME: 9:00 CASE#: MSC15-01767**  **CASE NAME: ROY LEWIS VS. U.S. BANK**  **HEARING ON DEMURRER TO COMPLAINT of LEWIS FILED BY U.S. BANK,**  **NATIONAL ASSOCIATION, WELLS FARGO BANK N.A.**  ***\* TENTATIVE RULING: \****  Hearing continued by stipulation to 2/3/16 at 9:00 a.m. in Dept. 9 |
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| **20. TIME: 9:00 CASE#: MSC15-01767**  **CASE NAME: ROY LEWIS VS. U.S. BANK**  **HEARING ON OSC RE PRELIMINARY INJUNCTION ( PER ORDER FILED**  **09-23-15)**  ***\* TENTATIVE RULING: \****  Hearing continued by stipulation to 2/3/16 at 9:00 a.m. in Dept. 9 |
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| **21. TIME: 9:00 CASE#: MSL15-00905**  **CASE NAME: ROBERT L SANDERS PROFESSIONAL CORP. VS. O’CONNOR**  **HEARING ON MOTION TO/FOR COMPEL FURTHER RESPONSES TO REQ FOR**  **PROD, FILED BY TIMOTHY O'CONNOR**  ***\* TENTATIVE RULING: \****  The Court adopts the Discovery Facilitator’s recommendation as the Order of this Court. |
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| **22. TIME: 9:00 CASE#: MSN12-1269**  **CASE NAME: MATTER OF TRI-VALLEY GASTROENTEROLOGY CENTER**  **HEARING ON MOTION TO/FOR COMPEL (1) FURTHER DEPOSITION OF SALIM**  **SHELBY, FILED BY DAVID WONG, SAN RAMON ENDOSCOPY CENTER, INC**  ***\* TENTATIVE RULING: \****  Hearing continued due to Ex Parte Appearance Atty. Raines and Atty. Finkle on 12/4/15. |
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| **23. TIME: 9:00 CASE#: MSN15-2005**  **CASE NAME: WALKER VS. ENGELDINGER**  **HEARING ON PETITION TO/FOR RELEASE OF PROPERTY FROM LIEN FILED**  **BY LORALYN WALKER**  ***\* TENTATIVE RULING: \****  Unopposed – granted. |