

TENTATIVE RULINGS for CIVIL LAW and MOTION
October 22, 2015

Pursuant to Yolo County Local Rules, the following tentative rulings will become the order of the court unless, by 4:00 p.m. on the court day before the hearing, a party requests a hearing and notifies other counsel of the hearing. To request a hearing, you must contact the clerk of the department where the hearing is to be held. Copies of the tentative rulings will be posted at the entrance to the courtroom and on the Yolo Courts Website, at www.yolo.courts.ca.gov. If you are scheduled to appear and there is no tentative ruling in your case, you should appear as scheduled.

Please take note that Yolo Superior Court is now located at 1000 Main Street, in Woodland.

Telephone number for the clerk in Department Eleven: (530) 406-6843

TENTATIVE RULING

Case: Aggie Enterprises, Inc. v. Paiz
Case No. CV G 12-1827
Hearing Date: October 22, 2015 Department Eleven 9:00 a.m.

Judgment creditor assignee George Sommers dba Interstate Judgment Enforcement's ("IJE") unopposed motion for an assignment order is **GRANTED**. (Code Civ. Proc., § 708.510.) IJE's request that defendant Gerald R. Paiz provide a monthly accounting is **DENIED**. IJE fails to provide legal authority to support this request.

IJE's unopposed motion to amend the judgment entered on May 15, 2014, to add a "Purple, Inc." as a judgment debtor, is **GRANTED**. (Code Civ. Proc., § 187; *Dow Jones Co. v. Avenel* (1984) 151 Cal.App.3d 144, 148.) IJE establishes that Purple, Inc. is the alter ego of the defendant Gerald R. Paiz.

If no hearing is requested, this tentative ruling is effective immediately. No formal order pursuant to California Rule of Court 3.1312, or further notice is required.

TENTATIVE RULING

Case: Superstarz v. Fine Arts Limited Partnership
Case No. CV CV 15-501
Hearing Date: October 22, 2015 Department Eleven 9:00 a.m.

Defendants American Modern Home Insurance Company ("AMHIC") and Fine Arts Limited Partnership's ("FALP") demurrer to the first amended complaint ("FAC") on the ground that plaintiff Superstarz failed to possess a contractor's license is **OVERRULED**. (Code Civ. Proc., § 430.10, subd. (e).) Defendants do not establish as a matter of law that plaintiff was required to possess such a license for each instance of work performed for the tenants. (FAC, ¶¶ 7, 11, & 12.)

Defendant AMHIC's demurrer to the first cause of action for breach of contract and the second cause of action for breach of the implied covenant of good faith and fair dealing is **OVERRULED**. (Code Civ. Proc., § 430.10, subd. (e).) Plaintiff has pled sufficient facts to establish the making of agreement between plaintiff and AMHIC. (FAC, ¶¶ 7, 11, & 12.)

Defendant FALP's demurrer to the first cause of action for breach of contract and the second cause of action for breach of the implied covenant of good faith and fair dealing is **SUSTAINED WITH LEAVE TO AMEND**. (Code Civ. Proc., § 430.10, subd. (e).) Plaintiff has not pled sufficient facts to establish that defendant FALP agreed to pay plaintiff for the work performed. (FAC, ¶ 11.)

The Court does not consider any of the contents of the Stephen McKae declaration submitted by defendant Fine Arts Limited Partnership. They are not properly considered on demurrer.

If no hearing is requested, this tentative ruling is effective immediately. No formal order pursuant to California Rule of Court 3.1312, or further notice is required.