

TENTATIVE RULINGS: CIVIL LAW & MOTION

Friday, November 7, 2025 at 8:30 a.m.
Courtroom 18 – Hon. Kenneth G. English
Civil and Family Law Courthouse
3055 Cleveland Avenue
Santa Rosa, California 95403

The tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument, **YOU MUST NOTIFY** the Judge’s Judicial Assistant by telephone at **(707) 521-6604**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

If the tentative ruling is accepted, no appearance is necessary unless otherwise indicated.

TO JOIN ZOOM ONLINE:

Department 18:

Meeting ID: 160—739—4368

Password: 000169

<https://sonomacourtorg.zoomgov.com/j/1607394368?pwd=aW1JTWIIL3NBaE9LVHU2NVVpQlVRUT09>

TO JOIN ZOOM BY PHONE:

By Phone (same meeting ID and password as listed for each calendar):

Call: +1 669 900 6833 US (San Jose)

Unless notification of an appearance has been given as provided above, the tentative ruling shall become the ruling of the Court the day of the hearing at the beginning of the calendar.

1. SCV271694, Elder v. Dumolin Service Corporation: Final Approval of Class and PAGA Action Settlement

Plaintiff Marissa Elder’s unopposed motion for final approval of the Class and PAGA Action settlement is **GRANTED**.

Plaintiff brought this Class and PAGA Action against Defendant Dumolin Service Corporation (“Defendant”) for various labor code violations due to Defendant’s employment practices and policies. The Parties engaged in extensive investigation, discovery, and formal mediation, which led to a class-wide settlement. This Court granted Plaintiff’s motion for preliminary approval of the Class and PAGA Action settlement on May 2, 2025. Plaintiff now moves for final approval of the Class and PAGA Action settlement.

The finalized class list contains 321 Class Members and 214 Aggrieved Employees covering approximately 18,000 workweeks and 4,306 pay periods in the PAGA period. The Gross Settlement

Amount is \$198,000.00, which is 67.02% of the realistic maximum recovery for all claims. The Net Settlement Amount is estimated to be \$106,093.77 by deducting the following from the Gross Settlement Amount: (1) attorneys' fees for \$66,000.00 or 33.3% of the Gross Settlement Amount; (2) Individual Service Payment to Plaintiff for \$7,500.00; (3) PAGA allocation to the LWDA for \$10,000.00; (4) settlement administration costs of \$5,950.00; and (5) reasonable litigation costs for \$8,406.23. The Parties have agreed that the designated Administrator shall be ILYM Group, Inc., who will manage the Notice and settlement administration process, including providing Notice to current addresses of Class Members and handling undeliverable or returned Notice Packets. The Notice Packet contains an explanation of the settlement, including how a Class Member may dispute their number of workweeks or opt out of the Settlement. Class Members will be notified of the Settlement by First Class Mail. Plaintiff's counsel represents that there have been no objections to the Settlement and the approximate average payment will be \$313.93 to participating Class Members.

After preliminary approval of a settlement, the court must determine the settlement is fair, adequate, and reasonable. (C.R.C., Rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A presumption of fairness exists where: 1) the settlement is reached through arm's length bargaining; 2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; 3) counsel is experienced in similar litigation; and 4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) The test is not for the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250.) In making this determination, the court considers all relevant factors including "the strength of [the] plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.)

Based on the above, there is a presumption of fairness. The Settlement was reached through arms-length negotiation and the Parties engaged in extensive investigation, discovery, and mediation. Furthermore, Class Counsel is experienced in similar litigation and there are no objectors to the Settlement. The Settlement amount is fair to both sides and considers the litigation risks related to obtaining class certification, proving Defendant's liability (including asserted defenses), and proving Class Members' damages. Finally, the Court finds the amounts requested for attorney's fees and costs, for the class representative service payment, and for the settlement administrator fees to be reasonable and sufficient.

Final approval of the Class and PAGA Action settlement is **GRANTED**. Unless oral argument is requested, the Court will sign the proposed order and judgment lodged with the motion.

2. SCV-0272709, Hodges v. City of Santa Rosa: Order to Show Cause re: Dismissal

To be heard at trial call.

3. **24CV03934, Ortiz v. John Doe 1: Defendant Universal Protection Service, LP's Motion to Compel Further Responses**

Defendant Universal Protection Service, LP's (dba Allied Universal Security Services) ("Universal") unopposed motion to compel further responses to Form and Special Interrogatories, Set One is **GRANTED in part** and **DENIED in part**. Plaintiff shall serve objection-free further responses to Form Interrogatories Nos. 2.1, 2.2, 2.6, 4.1, 6.2, 6.4, 6.7, 9.1, 10.1, 10.2, and 12.1 and Special Interrogatories Nos. 1–29, and 31. Plaintiff shall serve further responses within 10 days of service of notice of entry of an order on this motion.

This action arises from John Does 1–3 alleged assault of Plaintiff while he was in an examination room at Sutter Santa Rosa Regional Hospital located at 30 Mark West Springs Road in Santa Rosa, California 95403. (See Complaint, filed July 2, 2024.) Plaintiff alleges negligence and negligent hiring, supervision, and retention against Defendants Sutter Santa Rosa Regional Hospital, Sutter Health, Sutter Bay Hospitals, and Universal. (*Ibid.*) Universal propounded its Form Interrogatories, Set One and Special Interrogatories, Set One on Plaintiff on March 11, 2025. After Universal granted an extension to Plaintiff, Plaintiff served initial responses on May 14, 2025. After meet and confer efforts, Plaintiff served amended responses on July 19, 2025. Universal contends that Plaintiff's amended responses are evasive, incomplete, and inadequate, necessitating Plaintiff's further responses to Form Interrogatories, Set One and Special Interrogatories, One.

Universal argues that Plaintiff has waived his objections because his responses were due on April 11, 2025, but did not request an extension of time to respond until April 14, 2025, and therefore his objections were untimely.

Here, Defendant first propounded discovery on March 11, 2025, on Plaintiff via email. Thus, pursuant to C.C.P. section 1010.6(a)(3)(B), Plaintiff's time to respond to the discovery was extended by two court days and was not due until April 15, 2025. Plaintiff's counsel requested a 30-day extension of the time to respond on April 14, 2025, which was granted by Universal's counsel that day. Plaintiff then served his initial responses on May 14, 2025, which is prior to the 30-day extension granted on April 14, 2025. Therefore, Plaintiff's responses were timely and his objections were not waived.

While the propounding party has the burden of filing a motion to compel further responses to when responses provided were deemed deficient, the responding party has the burden of justifying any objections stated and failure to respond. (C.C.P. § 2030.300(a); *Coy v. Superior Ct. of Contra Costa Cnty.* (1962) 58 Cal.2d 210, 220–221.) Plaintiff has failed to justify his objections as the responding party by failing to oppose this motion altogether. Therefore, Plaintiff's objections are overruled and his amended responses shall not contain any objections.

While Plaintiff served further responses on July 19, 2025, these responses did not contain verifications and Plaintiff has not served verifications to date. Therefore, these responses are not valid without accompanying verifications. (*Appleton v. Superior Court* (1988) 206 Cal.App.3d 632, 636.) Thus, the Court will analyze Plaintiff's initial responses served on May 14, 2025 to determine whether Plaintiff must serve further responses.

Form Interrogatories

Upon review of the Form Interrogatories, the Court **GRANTS** Universal's motion to compel further responses to requests Nos. 2.1, 2.2, 2.6, 4.1, 6.2, 6.4, 6.7, 9.1, 10.1, 10.2 and 12.1. The Court **DENIES** further responses to requests Nos. 2.12, 2.13, 6.5, 14.1, and 14.2 as these responses are code-compliant. Defendant fails to show how responses of "No" or "Not to Responding Party's knowledge. After a reasonable and good faith effort to obtain the information requested, Responding Party does not have personal knowledge sufficient to respond fully to this interrogatory" are not sufficient as stated. As discussed above, Plaintiff's objections are overruled and his amended responses shall not contain any objections.

Special Interrogatories

Plaintiff's responses to Special Interrogatories 1–29, and 31 all contain generalized objections. As stated above, Plaintiff's objections are overruled and therefore, he must serve objection-free further responses to these Special Interrogatories.

Plaintiff shall serve objection-free further responses to Form Interrogatories Nos. 2.1, 2.2, 2.6, 4.1, 6.2, 6.4, 6.7, 9.1, 10.1, 10.2, and 12.1 and Special Interrogatories Nos. 1–29, and 31. Plaintiff shall serve further responses within 10 days of service of notice of entry of an order on this motion.

Universal's counsel shall submit a written order on its motion to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

4. 24CV07852, Hagemann v. Miller: Defendant Karin Beam's Demurrer to the Complaint

Defendant Karin Beam's ("Defendant") unopposed demurrer to Plaintiff Kenneth Hagemann's Complaint is **SUSTAINED** in full **with leave to amend** for failure to comply with Civil Code section 1714.10 and for failure to state a cause of action against Defendant Beam. Defendant's request for judicial notice is **GRANTED**. Pursuant to California Rules of Court, Rule 3.1320(g), any amendment shall be filed no later than 10 days after service of notice of entry of an order on this motion.

Plaintiff filed his Complaint alleging breach of fiduciary duties, fraud, conversion, and unjust enrichment against Defendants Catherine Anne Miller (aka Catherine Greeson or "Cathy"), Rob Disharoon (Cathy Greeson's former attorney) and Karin Beam (Cathy Greeson's attorney from 2013 to 2016, successor of Rob Disharoon) arising from Cathy Greeson's and Defendant Beam's alleged mismanagement of trust assets in the Stanley G. Hagemann and Phyllis J. Hageman Trust of which Plaintiff is a beneficiary. Plaintiff alleges that his siblings, including Cathy Greeson, and other beneficiaries conspired to exclude him regarding distributions of the Trust and that Defendant Beam engaged in a pattern of deceit. Defendant Karin Beam now demurs to the Complaint arguing that the Complaint was filed in violation of Civil Code section 1714.10, is barred by the statute of limitations, is barred by res judicata/collateral estoppel, and fails to state a cause of action as to each cause of action against Defendant Beam.

The court may take judicial notice of facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably

indisputable accuracy. (Evid. Code § 452(h).) The court must take judicial notice of any matter requested by a party, so long as it complies with the requirements under Evidence Code section 452. (Evid. Code § 453.) Courts may take notice of public records, but not take notice of the truth of their contents. (*Herrera v. Deutsche Bank National Trust Co.* (2011) 196 Cal.App.4th 1366, 1375.)

In support of her demurrer, Defendant requests judicial notice of eight documents from the underlying action probate action, Case No. SPR-87119, in support of her demurrer to the Complaint. Defendant's request for judicial notice is **GRANTED** subject to the evidentiary limitations above.

Defendant Beam first argues that the Complaint was filed in violation of Civil Code section 1714.10. (Demurrer, 10:25–13:7.) Pursuant to Civil Code section 1714.10(a), a party may not assert a cause of action against an attorney for a civil conspiracy with his or her client arising from any attempt to contest or compromise a claim or dispute without a court order allowing the pleading to be filed after the court has determined that the party seeking such order has established a reasonable probability of prevailing. This section “does not apply to a cause of action against an attorney for a civil conspiracy with his or her client, where (1) the attorney has an independent legal duty to the plaintiff, or (2) the attorney's acts go beyond the performance of a professional duty to serve the client and involve a conspiracy to violate a legal duty in furtherance of the attorney's financial gain.” (Civ. Code § 1714.10(c).) The applicable cause of action need not include the word “conspiracy” but rather the court must review the factual allegations to determine whether it alleges conspiracy. (*Cortese v. Sherwood* (2018) 26 Cal.App.5th 445, 455.)

Here, Plaintiff alleges that (1) Cathy and Defendant Beam misappropriated funds from the trust, including \$2,875,000 “used to bribe individuals involved in the estate's administration, including attorneys and possibly judicial officers,” (2) Defendant Beam was involved in misrepresenting and concealing the estate's true status, (3) Defendant Beam with other defendants “engaged in a calculated scheme to defraud Plaintiff...involve[ing] misrepresentations, concealment of material facts, and manipulation of the legal process...with the intent to deceived Plaintiff and deprive them of their rightful inheritance,” (4) Defendant Beam with other defendants “wrongfully [took] control of Plaintiff's property, including trust funds and estate assets,” and (5) Defendant Beam with other Defendants used the misappropriated \$2,875,000 for unauthorized purposes including bribery, resulting in a “significant financial benefit to Defendants at Plaintiff's expense” and manipulated the legal process “including the imposition of an undocumented \$28,405.48 sanction on Plaintiff” that allowed Defendants “to secure financial benefits and avoid legal accountability.” (Complaint, ¶¶ 33, 50, 62, 69, 83, 85.) Thus, Plaintiff sufficiently alleges that Defendant Beam formed a conspiracy with other Defendants, engaged in the wrongful conduct of misappropriating funds in furtherance of the conspiracy that damaged Plaintiff by only receiving a portion of funds that he was entitled to and is applicable to all causes of action against Defendant Beam. (*AREI II Cases* (2013) 216 Cal.App.4th 1004, 1022.)

However, Plaintiff fails to allege facts to support that either of the two exceptions to the statute apply here. First, Plaintiff does not allege that Defendant Beam owes an independent legal duty to him or that Defendant Beam represented him since an attorney representing a trustee does not owe a duty to third parties, including trust beneficiaries. (*Cortese, supra*, 26 Cal.App.5th at 458–461.) Second, Plaintiff fails to allege that Defendant Beam obtained “a personal advantage or gain that is over and above ordinary professional fees earned as compensation for performance of the agency”

as the allegations against Defendant Beam suggest that she used the funds to bribe various people, not for *personal* advantage.

Therefore, Plaintiff first needed a court order to file the instant Complaint, which would have required him to show the Court that he had a reasonable probability of prevailing. Therefore, Defendant Beam's demurrer is **SUSTAINED** for failure to comply with Civil Code section 1714.10.

Defendant Beam argues that all of Plaintiff's claims are barred by their applicable statutes of limitations (four years for breach of fiduciary duty [C.C.P. section 343], three years for fraud [C.C.P. section 338(d)], three years for unjust enrichment even though not a valid cause of action [C.C.P. section 338(d)], and three years for conversion [C.C.P. section 338(c)]. (Demurrer, 13:12–22.) A demurrer on the ground of the bar of the statute of limitations will not lie where the action *may be* but is not necessarily barred. (*Childs v. State of California* (1983) 144 Cal.App.3d 155, 161.) It must appear *affirmatively* that the right of action is necessarily barred. (*Ibid.*) “[W]e consider the pleading of ‘on or about’ June 10, 1980, sufficient to withstand a general demurrer, as it reveals only that plaintiff's action *may be* barred.” (*Ibid.* See also *Moseley v. Abrams* (1985) 170 Cal.App.3d 355, 359–360 [where Plaintiff broadly alleged “on or about July of 1977”, the Court found that a demurrer could not be sustained on the basis of the statute of limitations].)

Here, Plaintiff's allegations refer to conduct and events occurring in October 2013, November 2014, April 2017, and “some years ago.” (Complaint, ¶¶ 15, 16, 20, 24.) Therefore, the causes of action may be time barred but are not *necessarily* time barred as there are not sufficient facts in the Complaint or judicially noticed documents to establish when Plaintiff may have reasonably discovered the injury. Thus, the demurrer is **OVERRULED** on the basis that the Complaint is time barred.

Defendant Beam next argues that Plaintiff's claims are barred by res judicata or collateral estoppel because the issues raised in the Complaint were previously litigated and decided in the underlying Trust Action, Case No. SPR-87119. (Demurrer, 14:24–15:21.) Defendant Beam asserts that while she was not an individual party to the Trust Action, she may assert a defense based on claim preclusion. (*Id.* at 15:18–19.) “Res judicata, or claim preclusion, prevents relitigation of the same cause of action in a second suit between the same parties or parties in privity with them. Collateral estoppel, or issue preclusion ‘precludes relitigation of issues argued and decided in prior proceedings.’” (*Gabriel v. Wells Fargo Bank, N.A.* (2010) 188 Cal.App.4th 547, 556, citations omitted.) Claim preclusion applies when “a second suit involves (1) the same cause of action (2) between the same parties [or their privies] (3) after a final judgment on the merits in the first suit, while issue preclusion applies, “(1) after final adjudication (2) of an identical issue (3) actually litigated and necessarily decided in the first suit and (4) asserted against one who was a party in the first suit or one in privity with that party.” (*Samara v. Matar* (2018) 5 Cal.5th 322, 327 citing *DKN Holdings LLC v. Faerber* (2015) 61 Cal.4th 813, 824–825.) Thus, privity is required by both doctrines with claim preclusion restricting the set of litigants who can benefit from a prior judgment to those who could have had the judgment used against them. (*Samara, supra*, 5 Cal.5th at 327.)

Here, Defendant Beam fails to show that Plaintiff raised breach of fiduciary duty, fraud, conversion, and unjust enrichment causes of action in his Opposition to the Petition for Instructions in Case No. SPR-87119. Defendant Beam further fails to show that these issues were actually litigated and decided on the merits. The Probate Court's November 5, 2014, Order granting the Trustees'

Absolute Discretion to Fund Gift to Kenneth Hagemann through Annuity does not make any finding as to the conspiracy Plaintiff alleged in his Opposition or any finding as to a breach of fiduciary duty, fraud, conversion, and unjust enrichment. Furthermore, the Probate Court's November 13, 2015, Order found that "Kenneth Hagemann has presented no evidence of a breach of Trust by either Co-Trustee" which does not show that the issues of breach of fiduciary duty, fraud, conversion, and unjust enrichment were litigated and necessarily decided. Therefore, Defendant Beam has failed to show the applicability of res judicata/collateral estoppel and the demurrer is **OVERRULED** on this basis.

Defendant Beam lastly asserts that the Complaint in its entirety fails to state a cause of action against her. (Demurrer, 15:24–17:26.) The Court first notes that the Complaint is in violation of California Rules of Court, Rule 2.112 for failing to identify which party to whom each of action is directed. If Plaintiff alleges each cause of action against all Defendants, Plaintiff fails to state facts sufficient to raise a claim against Defendant Beam.

1. Breach of Fiduciary Duty

"The elements of a cause of action for breach of fiduciary duty are the existence of a fiduciary relationship, its breach, and damage proximately caused by that breach." (*Meister v. Mensinger* (2014) 230 Cal.App.4th 381, 395.) Here, Plaintiff alleges that Defendant Beam with other Defendants "assumed fiduciary roles in the management and distribution of the trust estate. Their obligations were to act in the best interests of all beneficiaries, including Plaintiff, without self-interest, conflict of interest, or favoritism." (Complaint, ¶ 28.) Plaintiff fails to allege any facts to support that Defendant owed a fiduciary duty Plaintiff as a beneficiary of the Trust. (*Wells Fargo Bank v. Superior Ct.* (2000) 22 Cal.4th 201, 208.) Thus, Plaintiff fails to allege that Defendant Beam owed and breached a fiduciary duty and the demurrer is **SUSTAINED** as to the First Cause of Action.

2. Fraud

The general elements of fraud are "misrepresentation, knowledge of falsity, intent to induce reliance on the misrepresentation, justifiable reliance on the misrepresentation, and resulting damages." (*Reeder v. Specialized Loan Servicing LLC* (2020) 52 Cal.App.5th 795, 803, citing *Lazar v. Superior Court* (1996) 12 Cal.4th 631, 638.) "To withstand demurrer, facts constituting every element of fraud must be alleged with particularity." (*Kalnoki v. First American Trustee Servicing Solutions, LLC* (2017) 8 Cal.App.5th 23, 35.) "This particularity requirement necessitates pleading facts which 'show how, when, where, to whom, and by what means the representations were tendered.'" (*Stansfield v. Starkey* (1990) 220 Cal.App.3d 59, 73.)

Here, Plaintiff alleges that Defendant Beam with other Defendants "engaged in a series of fraudulent acts designed to deceive Plaintiff and deprive them of their rightful inheritance from the estate" and that Defendant Beam assisted Cathy Greeson "in misrepresenting the status and distribution of estate assets" indicating that she "knowingly participated in the fraudulent scheme." (Complaint, ¶¶ 44, 45, 50.) Plaintiff's claim of fraudulent acts or misrepresentations are generally alleged against all Defendants or against Defendant Beam and Defendant Cathy Greeson together. Plaintiff fails to allege fraud against Defendant Beam with any particularity or specificity as required to plead such a claim. The demurrer is **SUSTAINED** as to the Second Cause of Action for

fraud.

3. Conversion

“Conversion is the wrongful exercise of dominion over the property of another. The elements of a conversion are the plaintiff’s ownership or right to possession of the property at the time of the conversion; the defendant’s conversion by a wrongful act or disposition of property rights; and damages.” (*Oakdale Vill. Grp. v. Fong* (1996) 43 Cal.App.4th 539, 543–44.)

Here, Plaintiff alleges that Defendant Beam with other Defendants “wrongfully took control of Plaintiff’s rightful share of the estate...depriving Plaintiff of their use and enjoyment” and that Defendant Beam with Defendant Cathy Greeson “misappropriated the \$2,875,000 designated for Plaintiff by using these funds for unauthorized purposes, including bribery of individuals involved in the estate’s administration.” (Complaint, ¶¶ 67–70.) Plaintiff’s claim for conversion is conclusory and is generally alleged against all Defendants or against Defendant Beam and Defendant Cathy Greeson together. Plaintiff further fails to state facts that he owned the \$2,875,000 “designated” for him rather than the Trust owning these funds at the time of the conversion. The demurrer is **SUSTAINED** as to the Third Cause of Action for conversion.

4. Unjust Enrichment

“[T]here is no cause of action in California for unjust enrichment. ‘The phrase “Unjust Enrichment” does not describe a theory of recovery, but an effect: the result of a failure to make restitution under circumstances where it is equitable to do so.’ Unjust enrichment is ‘a general principle, underlying various legal doctrines and remedies,’ rather than a remedy itself. (*Melchior v. New Line Prods., Inc.* (2003) 106 Cal.App.4th 779, 793.) “[A]n unjust enrichment claim is grounded in equitable principles of restitution.” (*Sepanossian v. Nat’l Ready Mix Co., Inc.* (2023) 97 Cal.App.5th 192, 207.) “A person is enriched if he or she receives a benefit at another’s expense.” (*Hirsch v. Bank of Am.* (2003) 107 Cal.App.4th 708, 722.)

Here, Plaintiff has not alleged a theory upon which he is entitled to restitution but also there is no cause of action for unjust enrichment in California. Therefore, the demurrer is **SUSTAINED** as to the Fourth Cause of Action.

5. Accounting

Lastly, Defendant Beam demurs to accounting, even though Plaintiff seeks this is a remedy instead of a cause of action. (Demurrer, 18:2–15.) “A cause of action for accounting requires a showing of a relationship between the plaintiff and the defendant, such a fiduciary relationship, that requires an accounting or a showing that the accounts are so complicated they cannot be determined through an ordinary action at law.” (*Fleet v. Bank of America N.A.* (2014) 229 Cal.App.4th 1403, 1413.) “An action for accounting is not available where the plaintiff alleges the right to recover a sum certain or a sum that can be made certain by calculation.” (*Teselle v. McLoughlin* (2009) 173 Cal.App.4th 156, 179.)

Here, Plaintiff fails to show a fiduciary relationship between Plaintiff and Defendant Beam, that the accounts are so complicated that it requires judicial intervention, or that the \$2,875,000 he alleges he may recover is not a sum certain. Therefore, the demurrer is **SUSTAINED** as to accounting.

While Plaintiff has failed to oppose this motion, there is still some reasonable possibility Plaintiff may cure the defects discussed above through amendment and denying leave to amend would be an abuse of discretion. (*The Swahn Group, Inc. v. Segal* (2010) 183 Cal.App.4th 831, 852.) Therefore, the Court **GRANTS** leave to amend as to the entire Complaint.

Defendant Beam's ("Defendant") unopposed demurrer to the Complaint is **SUSTAINED** in full **with leave to amend**. Pursuant to California Rules of Court, Rule 3.1320(g), any amendment shall be filed no later than 10 days after service of notice of entry of an order on this motion.

Defendant's counsel shall submit a written order on its motion to the Court consistent with this tentative ruling and in compliance with Rules of Court 3.1312(a) and (b).

*****This is the end of the Tentative Rulings*****