

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, October 21, 2026 3:00 pm
Courtroom 19 –Hon. Oscar A. Pardo
3055 Cleveland Avenue, Santa Rosa**

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) 521-6602**, 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.

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1-2. 25CV00830, Ortiz v. Rowana Court Partners, LP

Plaintiff, Vilma Leticia Ortiz (“Plaintiff”), has filed the currently operative third amended complaint (the “TAC”) against defendants Rowana Court Partners, LP (“Rowana”), Burbank Housing Management Corporation (“Burbank”), Ivonne Morales (“Morales”), Jeane Lavarta (“Lavarta”, together with all other defendants, “Defendants”), and Does 1-10 with thirteen causes of action related to alleged property disputes and violations of tenant protection laws.

This matter is on calendar for Plaintiff’s demurrer to Defendants’ Answer to the TAC for failure to state a defense, and the motion to strike particular allegations from the Answer to the TAC. The Demurrer is SUSTAINED WITH LEAVE TO AMEND as to the Eighth (Waiver), Tenth (Ratification), Eleventh (Estoppel), and Thirteenth (Intervening and Superseding Acts) Affirmative Defenses, and otherwise OVERRULED. The Motion to strike is DENIED.

I. Governing Law

A. Motions to Strike

A motion to strike lies where a pleading contains “irrelevant, false, or improper matter[s]” or is “not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court.” CCP § 436(b). However, “falsity,” must be demonstrated by reference to the pleading itself or of judicially noticeable matters, not extraneous facts. *See* CCP § 437. In general, as with showing fraud, oppression, or malice sufficient to support punitive damages, while plaintiffs must plead facts, with respect to intent and the like, a “general allegation of intent is sufficient.” *Unruh v. Truck Insurance Exchange* (1972) 7 Cal.3d 616, 632.

Irrelevant matters subject to being struck are “(a)n allegation that is not essential to the statement of a claim or defense”, “(a)n allegation that is neither pertinent to nor supported by an otherwise sufficient claim or defense”, and “(a) demand for judgment requesting relief not supported by the allegations of the complaint or cross-complaint” CCP, § 431.10 (b-c); CCP § 436. “While under section 436, a court at any time may, in its discretion, strike portions of a complaint that are irrelevant, improper, or not drawn in conformity with the law, matter that is essential to a cause of action should not be struck and it is error to do so.” *Quiroz v. Seventh Ave. Center* (2006) 140 Cal.App.4th 1256, 1281. However, “(i)rrelevant matter, though pleaded, is still irrelevant.” *Fisher v. Nash Bldg. Co.* (1952) 113 Cal.App.2d 397, 403.

Where matters are presumptively within the knowledge of a defendant, a denial on information and belief is properly stricken. *Sloane v. Southern Cal. Ry. Co.* (1896) 111 Cal. 668, 686. although a corporation does not itself have any knowledge of the matters alleged, but is compelled to act through its officers, whose information may be derived from others, yet it cannot place its denials upon its want of information and belief, if the matters alleged were presumptively within the knowledge of any of its officers, even though the officer verifying the answer was himself without any information or belief upon the subject. *Id.* at 685-686.

B. Demurrers to Answers

A plaintiff may object to the answer if the answer is uncertain, the answer fails to state facts sufficient to constitute a defense, or if on a contract action it cannot be ascertained from the answer whether the contract is written or oral. CCP § 430.20. A demurrer can be used only to challenge defects that appear on the face of the pleading under attack or from matters outside the pleading that are judicially noticeable. CCP § 430.30(a). Leave to amend is liberally granted where the defect can be cured by amendment. *The Swahn Group, Inc. v. Segal* (2010) 183 Cal.App.4th 831, 852 (regarding demurrers to complaints).

“Under general rules of civil procedure, an answer must contain ‘[t]he general or specific denial of the material allegations of the complaint controverted by the defendant’ and ‘[a] statement of any new matter constituting a defense.’ (Code Civ. Proc., § 431.30, subd. (b)(1) & (2).)” *Quantification Settlement Agreement Cases* (2011) 201 Cal.App.4th 758, 812. Thus, where matters are not responsive to essential allegations of the complaint, they must be raised in the answer as ‘new matter.’” *State Farm Mut. Auto. Ins. Co. v. Superior Court* (1991) 228 Cal.App.3d 721, 725. Where “(a)ll of the allegations are proffered in the form of terse legal conclusions, rather than as facts ‘averred as carefully and with as much detail as the facts which constitute the cause of action and are alleged in the complaint’” they are not adequately stated. *FPI Development, Inc. v. Nakashima* (1991) 231 Cal.App.3d 367, 384.

Each evidentiary fact that might eventually form part of a party's proof does not need to be alleged. *C.A. v. William S. Hart Union High School Dist.* (2012) 53 Cal. 4th 861, 872. Conclusory pleadings are permissible and appropriate where supported by properly pleaded facts. *Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6. "The distinction between conclusions of law and ultimate facts is not at all clear and involves at most a matter of degree." *Burks v. Poppy Const. Co.* (1962) 57 Cal.2d 463, 473. Leave to amend should generally be granted liberally where there is some reasonable possibility that a party may cure the defect through amendment. *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.

"The denials of the allegations controverted may be stated by reference to specific paragraphs or parts of the complaint; or by express admission of certain allegations of the complaint with a general denial of all of the allegations not so admitted; or by denial of certain allegations upon information and belief, or for lack of sufficient information or belief, with a general denial of all allegations not so denied or expressly admitted."

Code Civ. Proc., § 431.30 (f).

"Generally, a party must raise an issue as an affirmative defense where the matter is not responsive to essential allegations of the complaint. (Citations.) Thus, where a defendant relies on facts not put in issue by the plaintiff, the defendant must plead such facts as an affirmative defense." *Bevill v. Zoura* (1994) 27 Cal.App.4th 694, 698 (Citations omitted).

II. Evidentiary and Procedural Issues

Plaintiff has brought the instant demurrer and motion to strike, but Plaintiff's briefing exceeds what is allowed by the Rules of Court. A memorandum must be no longer than 15 pages for either a demurrer or motion to strike. Rule of Court, Rule 3.1113(d). "Except in a summary judgment or summary adjudication motion, no opening or responding memorandum may exceed 15 pages." *Ibid.* Here, Plaintiff's Demurrer includes a memorandum which is 28 pages in length. See Plaintiff's Demurrer, pgs. 16-44. The Motion to Strike includes a memorandum which is 24 pages in length. See Plaintiff's Motion to Strike, pgs. 4-27. Both Memorandum lack the table of contents and authorities required once a brief exceeds 10 pages. Rule 3.1113 (f).

The Court is entitled to consider the oversized memorandum "in the same manner as a late-filed paper." Rule 3.1113(g). Late papers may be disregarded at the Court's discretion. *Bozzi v. Nordstrom, Inc.* (2010) 186 Cal.App.4th 755, 765 (late filing may be disregarded). Furthermore, conduct intended to end around page limit rules has been found sanctionable in an appeal. *In re Marriage of Green* (1989) 213 Cal.App.3d 14, 28. Here, the Court determines that it will not consider any of Plaintiff's memorandum in excess of the 15-page limitation. Plaintiff's Demurrer is not considered past page 30 of the filing. Plaintiff's Motion to Strike is not considered past page 18 of the filing, with the exception of Plaintiff's declaration contained in pages 28 and 29.

III. Motion to Strike

Plaintiff asks the Court to strike 35 paragraphs from the Complaint, arguing that the contentions therein are not legally supported. Plaintiff cites various authorities for this proposition, but none hold that a court may grant a motion to strike targeted to a denial, whether on information and belief or not. See *Gribble v. Columbus Brewing Co.* (1893) 100 Cal. 67, 75; *Oliver v. Swiss Club Tell* (1963) 222 Cal.App.2d 528, 540-541; *Mulcahy v. Buckley* (1893) 100 Cal. 484, 489; *Levelon Builders, Inc. v. Lynn* (1961) 194 Cal.App.2d 657, 662; *Bank of South San Francisco v. Pike* (1921) 53 Cal.App. 530, 531-532.

The Court also notes that Defendants' citation to *Harris v. City of Santa Monica* (2013) 56 Cal.4th 203, 239, is no more applicable than Plaintiff's authorities. That case does not stand for "Forcing Defendants to dissect compound paragraphs and make piecemeal admissions in an answer, before full civil discovery is conducted, violates long-standing practice." Opposition to Motion to Strike, pg. 5:12-15.

Regardless, Plaintiff is correct that a motion to strike is properly targeted to denials based on information and belief presumptively within the defendants' knowledge. *Sloane v. Southern Cal. Ry. Co.* (1896) 111 Cal. 668, 686. Nonetheless, each of the paragraphs cited by Plaintiff in the curtailed brief fails to show a basis upon which to strike the denials for various reasons. Plaintiff misapprehends the scrutiny of review applied to the Answer in response to her motion. Just as Plaintiff's complaint was entitled to liberal construal on Defendants' motion to strike, so too is Defendants' answer liberally construed when Plaintiff brings a challenge to their pleading. While Plaintiff moves to strike Defendants' denial on information and belief in "General Allegations" ¶¶ 9 and 10 and Breach of the Warranty of Habitability, ¶ 5, the facts alleged in the Complaint are not facially subject to a rote denial. Plaintiff structures these facts to function as both the notice tendered to Defendants, *and* that the underlying facts occurred. The notice appears within the knowledge of Defendants, and as such alone might have reason to be struck. However, the same cannot be said for the "truthfulness" of the content of Plaintiff's letters. These are matters which are not "presumptively" within Defendants' knowledge, and therefore Defendants' denial on information and belief stands.

Plaintiff moves to strike the Answer to Plaintiff's introductory paragraphs ¶ 1, General Allegations, ¶¶ 12, 14, 17, and 18, and Breach of the Warranty of Habitability, ¶¶ 2, 4, and 7, these are matters which facially do not fall within Defendants' presumptive knowledge, and accordingly denial based on information and belief, or lack thereof, appears proper.

Plaintiff moves to strike the Answer to Plaintiff's introductory paragraphs ¶ 6 opining that it is an immaterial allegation as to Defendants. This does not provide a basis on which the denial can be struck. Plaintiff alleged it targeted the Doe Defendants, but that does not mean that Defendants cannot respond to the allegation.

Plaintiff asks to strike the answer to General Allegations, ¶¶ 11-20, and Breach of the Warranty of Habitability, ¶¶ 2, 4 and 7¹. In each of these Paragraphs, Defendants offer a two part answer, both denying on lack of information or belief, and opining that the contentions are legal in

¹ The Court notes that Defendants deny on information and belief General Allegations, ¶¶ 13, 15, 16, 19 and 20, which *are* matters presumptively within their knowledge. However, the allegations are still sufficiently stated for the reasons provided in the body of the decision.

nature, but denying those matters on the merits to the degree that a response is required. Each of the corresponding paragraphs in the TAC utilizes language which is require a legal conclusion. This is not to say that Defendants therefore do not have to respond to the allegation at all, as conclusory language is allowed in pleading so long as it is sufficiently supported to state an ultimate fact. However, because Defendants have issued a direct denial in the secondary, the statement in each of these paragraphs is adequately stated, and they are not proper to strike.

Plaintiff asks that the Court strikes Defendants' Answer to General Allegations, ¶ 6 and Breach of the Warranty of Habitability, ¶ 3. Both of these allegations in the TAC utilize the term "resident", a term with very particular legal definition. While Defendants appear to be presumptively aware of *some* of the factual predicates for application of the term, the totality of those factors are not obviously within their knowledge. Accordingly, denial on information and belief appears sufficiently stated.

The motion to strike is DENIED.

IV. Demurrer

Plaintiff demurs to significant portions of the Answer, arguing that Defendants' responses fail to constitute a defense, including Defendants' denials predicated on information and belief. Plaintiff cites cases to support this contention, none of which apply a demurrer to denials on information and belief. *Bradbury v. Higginson* (1914) 167 Cal. 553, 558 (affirmative defense inadequately pled); *South Shore Land Co. v. Petersen* (1964) 226 Cal.App.2d 725, 732 (demurrer overruled as general denial was sufficient); *FPI Development, Inc. v. Nakashima* (1991) 231 Cal.App.3d 367, 384 (Affirmative defenses were inadequately pled at summary judgment.). Plaintiff also demurs to each of the affirmative defenses, although the Court's analysis only extends to the fourteenth affirmative defense due to Plaintiff's excessive briefing.

Plaintiff argues that the denials asserted are not sufficient to state a defense, but Plaintiff misapprehends the basis of a denial. In responding to the factual allegations of the complaint, Defendants are under no obligation to lay out their own narrative, only to deny those allegations "positively or according to the information and belief of the defendant." CCP § 431.30 (d); *City of Santa Barbara v. Superior Court* (2007) 41 Cal.4th 747, 779. Defendants' denials are numerous and Plaintiff does not distinguish them within her demurrer. To the degree that Plaintiff avers that Defendant's denial is legally ineffective because said matters should be within Defendants' knowledge, the merit of Plaintiff's position is not placed before the Court by demurrer. Plaintiff generally identifies large swathes of the Answer, avers that they are insufficient, and concludes that the demurrer must be sustained. As the Court has noted above, those matters reviewed under the motion to strike *were* sufficient under at least one theory such that no part of the motion to strike was granted. Plaintiff does not identify those material facts for which denial or admission constitutes an entirely well stated cause of action. It is Plaintiff's burden to identify those admissions (or deficient denials) that would result in a fully admitted cause of action. Given that the Court denied the motion to strike, and that the causes of action turn on material facts which are not identified by Plaintiff, Plaintiff fails to show that the first ten (10) bases for demurrer attacking Defendants' denials should be sustained.

Plaintiff demurs to Defendants' First and Fourteenth Affirmative Defenses, but the principles of the failure to state a cause of statute of limitations and relative equities appear supported by the preceding admissions and denials. Neither is inadequately stated as a result. The Second Affirmative Defense, that Plaintiff has failed to state facts sufficient to constitute a cause of action, is a legal issue, not required to be supported by affirmative factual pleading. Plaintiff demurs to the Third, Fourth, Sixth, and Ninth Affirmative Defenses, each of which relates to Plaintiff's contribution to harm or failure to mitigate. These are matters far more within Plaintiff's knowledge than Defendants, and accordingly less particularity is required in pleading such matters. See *Foster v. Sexton* (2021) 61 Cal.App.5th 998, 1027. Plaintiff also contends that Defendants fail to adequately plead the Seventh (Unclean Hands) Affirmative Defense. The Answer is subject to liberal construal, and the denials and facts alleged may, when liberally construed, state a basis for unclean hands. Accordingly, the affirmative defense is adequately stated.

Plaintiff contends that the Eighth (Waiver), Tenth (Ratification), Eleventh (Estoppel), and Thirteenth (Intervening and Superseding Acts) Affirmative Defenses are inadequately stated as well. On these causes of action, Plaintiff's point is well taken. Each of these affirmative defenses are matters which would otherwise be within the knowledge of defendants. Defendants offer no specific defense of their pleading of only a legal conclusion, and identifies no particular denials in the Answer which might serve as a factual predicate for these affirmative defenses.

The demurrer to the Eighth (Waiver), Tenth (Ratification), Eleventh (Estoppel), and Thirteenth (Intervening and Superseding Acts) Affirmative Defenses is **SUSTAINED** with leave to amend. It is otherwise **OVERRULED**.

V. Conclusion

Based on the foregoing, the motion to strike is **DENIED**.

The Demurrer is **SUSTAINED with leave to amend as to the Eighth (Waiver), Tenth (Ratification), Eleventh (Estoppel), and Thirteenth (Intervening and Superseding Acts) Affirmative Defenses**. The demurrer is **OVERRULED as to all other matters**.

Defendants shall submit a written order to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

3. **25CV08340, Wells Fargo Bank, N.A. v. Sehmar**

Plaintiff Wells Fargo Bank, N.A. ("Plaintiff") filed the complaint in this action against defendant Rickhi H. Sehmar ("Defendant") for damages based on breach of contract (the "Complaint"). This is on calendar for Plaintiff's motion for summary judgment or in the alternative summary adjudication in their favor on the grounds that each element of the causes of action have been proven by Plaintiff. Defendant has not filed an opposition to the motion. The motion is **GRANTED**.

I. Facts

Defendant applied for a line of credit from Plaintiff in the form of a credit card. Plaintiff's Separate Statement of Undisputed Facts (PSS), ¶ 1. Plaintiff sent Defendant the credit card along with the written Customer Agreement associated with the credit card. PSS, ¶ 2. Defendant accepted the terms of the written agreement when they used the Wells Fargo Visa Credit Card. PSS, ¶ 3. Pursuant to the terms of the Customer Agreement associated with the card, Plaintiff would extend credit to Defendant whereby Defendant could charge goods, services, or obtain cash advances on the credit line. PSS, ¶ 4. In exchange, Defendant was to repay the principal amount lent plus applicable interest and finance charges. PSS, ¶ 5. In accordance with the Customer Agreement, Defendant used the account, and made payments, charges, and incurred a balance thereon. PSS ¶ 6. Plaintiff sent Defendant monthly statements of the Subject Account each and every billing period. PSS, ¶ 7. The statements of the account reflected all charges, payments, minimum payment due that billing period, and any fees and interest incurred for each billing period. PSS, ¶ 8. Moreover, there is no record of any unresolved disputes on the account. PSS, ¶ 9. There is no record of any active lawsuits against Wells Fargo Bank, N.A. for unresolved disputes on this credit card account. PSS, ¶ 10. Defendant's last payment on the Subject Account was on December 17, 2024. PSS, ¶ 11. Thereafter, no further payments were made by the Defendant, and therefore, pursuant to the terms of the Customer Agreement, Defendant was in default. PSS, ¶ 12. The balance due on Defendant's Subject Account is \$27,638.88. PSS, ¶ 13. As a result of Defendant's unpaid balance, Plaintiff has been damaged in the sum of \$27,638.88. PSS, ¶ 14. Defendant admitted to PSS ¶¶ 1, 5, 7, 8, and 9 in response to Plaintiff's Request for Admissions. PSS, ¶ 15.

Plaintiff filed a memorandum of costs on July 17, 2026 listing their costs as \$870 in filing and motion fees and \$50 in service costs, coming to a total of \$920.

II. Burdens on Summary Judgment

A. Generally

Summary adjudication "shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." CCP § 437c(c). All evidence and inferences drawn reasonably drawn therefrom must be viewed in the light most favorable to the party opposing summary adjudication. *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843.

"A plaintiff moving for summary judgment "bears the burden of persuasion that 'each element of' the 'cause of action' in question has been 'proved,' and hence that 'there is no defense' thereto." *Thompson v. Ioane* (2017) 11 Cal.App.5th 1180, 1195; citing *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850.

If a plaintiff meets its initial burden moving for summary judgment, the burden shifts to the defendant to provide sufficient evidence to raise a triable issue of fact as to the defense asserted. CCP § 437c(p)(1). An issue of fact exists if "the evidence would allow a reasonable trier of fact to find the underlying fact in favor of the party opposing the motion in accordance with the applicable standard of proof." *Aguilar*, 25 Cal.4th at 845.

A moving party does not meet its initial burden if some “reasonable inference” can be drawn from the moving party’s own evidence which creates a triable issue of material fact. *See, e.g. Conn v. National Can Corp.* (1981) 124 Cal.App.3d 630, 637; *Binder v. Aetna Life Ins. Co.* (1999) 75 Cal.App.4th 832, 840. All the papers submitted must be considered in determining whether or not there is a triable issue of any material fact. CCP § 437c(c).

B. Breach of Contract

Breach of written contract has a four-year statute of limitations. Civ. Code § 337(a). A cause of action for breach of contract requires a Plaintiff to prove: 1) the existence of a contract; 2) plaintiff’s performance or excuse for non-performance; 3) defendant’s breach; and 4) the resulting damages. *Reichert v. General Ins. Co. of America* (1968) 68 Cal.2d 822, 830.

III. Plaintiffs Shift Their Burden

Plaintiff has presented facts addressing each element of their causes of action for breach of contract. Plaintiff also presents evidence showing the amount of damages, \$27,638.88, and costs, \$920.

Therefore, Plaintiff has shifted their burden. There is no opposition. Plaintiff’s motion for summary judgment is **GRANTED** in the amount of \$28,558.88.

Plaintiff’s counsel shall submit a written order to the court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b). Thereafter the Court will sign the proposed judgment.

4. 26CV00319, Citibank, N.A. v. Arnold

Plaintiff Citibank, N.A. (“Plaintiff”), filed the complaint (the “Complaint”) against defendant Dominic Arnold (“Defendant”), arising out of a credit card account. This matter is on calendar for Defendant’s motion to set aside his default under CCP § 473(d) and to quash service of summons under Code of Civil Procedure (“CCP”) § 418.10(a)(1) on the grounds that the Court lacked personal jurisdiction over Defendant because the summons and complaint was never properly served, and the Court lacks jurisdiction over him. The motions are GRANTED.

I. Governing Law

A. Set Aside

“A judgment is void for lack of jurisdiction of the person where there is no proper service of process on or appearance by a party to the proceedings.” *David B. v. Superior Court* (1994) 21 Cal.App.4th 1010, 1016. “In the absence of a voluntary submission to the authority of the court, compliance with the statutes governing service of process is essential to establish th[e] court’s personal jurisdiction over a defendant.” *Dill v. Berquist Construction Co.* (1994) 24 Cal.App.4th 1426, 1439; see also, Code Civ. Proc. §410.50 [“the court in which an action is pending has

jurisdiction over a party from the time summons is [properly] served on him...”; *Am. Express Centurion Bank v. Zara* (2011) 199 Cal.App.4th 383, 387 “[C]ompliance with the statutory procedures for service of process is essential to establish personal jurisdiction.”]. Thus, without valid service, the court lacks personal jurisdiction over a defendant. Code Civ. Proc. §418.10(a)(1); see also, *Ruttenberg v. Ruttenberg* (1997) 53 Cal.App.4th 801, 808; Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2010) § 4:413, p. 4–63.

A judgment derived from an action which was never properly served on a defendant is not merely voidable, but void. *City of Los Angeles v. Morgan* (1951) 105 Cal.App.2d 726, 730. “(A) judgment shown by evidence to be invalid for want of jurisdiction is a void judgment or at all events has all the attributes of a void judgment.” *Id.* at 732–733. Where a defendant establishes that they have not been served as mandated by the statutory scheme, the court never obtained jurisdiction over the defendant and the resulting judgment is void as violating fundamental due process. *County of San Diego v. Gorham* (2010) 186 Cal.App.4th 1215, 1227. “Where a person has been deprived of property in a manner contrary to the most basic tenets of due process, ‘it is no answer to say that in his particular case due process of law would have led to the same result because he had no adequate defense upon the merits.’” *Peralta v. Heights Medical Center, Inc.* (1988) 485 U.S. 80, 86–87, quoting *Coe v. Armour Fertilizer Works* (1915) 237 U.S. 413, 424. A judgment obtained through extrinsic fraud may be set aside either by filing a separate suit or by a motion made within the action in which a default resulting from the fraud is taken. *Munoz v. Lopez* (1969) 275 Cal.App.2d 178, 181. This motion is one made in equity, may be made at any time provided the party acts with diligence upon learning the relevant facts. *Trackman v. Kenney* (2010) 187 Cal.App.4th 175, 181.

B. Motions to Quash

The Code of Civil Procedure states that “[a] defendant, on or before the last day of his or her time to plead or within any further time that the court may for good cause allow, may serve and file a notice of motion... [t]o quash service of summons on the ground of lack of jurisdiction of the court over him or her.” CCP §418.10(a)(1). Proper in state methods of service of summons for general civil actions are delineated under CCP §§ 415.10, 415.20, 415.30, and 415.50. In the case of a defendant sued in his or her individual capacity, service may only be made on a person other than the individual defendant if that person has been authorized by the defendant to receive service of process on his or her behalf. CCP § 416.90.

Furthermore, “[i]n the absence of a voluntary submission to the authority of the court, compliance with the statutes governing service of process is essential to establish th[e] court’s personal jurisdiction over a defendant.” *Dill v. Berquist Construction Co.* (1994) 24 Cal.App.4th 1426, 1439; see also, Code Civ. Proc. §410.50 “[the court in which an action is pending has jurisdiction over a party from the time summons is [properly] served on him...”; *Am. Express Centurion Bank v. Zara* (2011) 199 Cal.App.4th 383, 387 “[C]ompliance with the statutory procedures for service of process is essential to establish personal jurisdiction.”]. Thus, without valid service, the court lacks personal jurisdiction over a defendant. Code Civ. Proc. §418.10(a)(1); see also, *Ruttenberg v. Ruttenberg* (1997) 53 Cal.App.4th 801, 808; Weil &

Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2010) § 4:413, p. 4–63.

“When a defendant argues that service of summons did not bring him or her within the trial court’s jurisdiction, the plaintiff has ‘the burden of proving the facts that did give the court jurisdiction, that is the facts requisite to an effective service.’” *Am. Express Centurion Bank, supra*, 199 Cal.App.4th at 387, quoting *Coulston v. Cooper* (1966) 245 Cal.App.2d 866, 868; see also, *School Dist. of Okaloosa County v. Superior Court* (1997) 58 Cal.App.4th 1126, 1131 [When a defendant challenges jurisdiction by bringing a motion to quash, the burden is on the plaintiff to prove the existence of jurisdiction by proving, by a preponderance of evidence, the facts requisite to an effective service.]; *Dill, supra*, 24 Cal.App.4th at 1439-1440.

A defendant is under no duty to respond in any way to a defectively served summons. It makes no difference that defendant had actual knowledge of the action. Such knowledge does not dispense with statutory requirements for service of summons. *Kappel v. Bartlett* (1988) 200 Cal.App.3d 1457, 1466; *Ruttenberg v. Ruttenberg* (1997) 53 Cal.App.4th 801, 808.

“When a defendant moves to quash service of process on jurisdictional grounds, the plaintiff has the initial burden of demonstrating facts justifying the exercise of jurisdiction.” *Vons Companies, Inc. v. Seabest Foods, Inc.* (1996) 14 Cal.4th 434, 449. California courts “may exercise jurisdiction on any basis not inconsistent with the Constitution of this state or of the United States.” CCP, § 410.10.

“It has long been established that the Fourteenth Amendment limits the personal jurisdiction of state courts.” *Bristol-Myers Squibb Co. v. Superior Court of California, San Francisco County* (2017) 582 U.S. 255, 261 (“*Bristol-Myers*”). Jurisdictional theories over on-residents fall within two principles, general jurisdiction, where the defendant is essentially at home in the state, and specific jurisdiction. *Goodyear Dunlop Tires Operations, S.A. v. Brown* (2011) 564 U.S. 915, 919. Specific jurisdiction “encompasses cases in which the suit arises out of or relates to the defendant’s contacts with the forum.” *Daimler AG v. Bauman* (2014) 571 U.S. 117, 118 (internal quotations and citations omitted). “(I)n the wake of *International Shoe*, ‘specific jurisdiction has become the centerpiece of modern jurisdiction theory, while general jurisdiction plays a reduced role’.” *Goodyear Dunlop Tires Operations, S.A. v. Brown* (2011) 564 U.S. 915, 925, quoting Twitchell, *The Myth of General Jurisdiction*, 101 Harv. L.Rev. 610, 628 (1988).

II. Defendant Raises Adequate Basis to Quash

Defendant brings the instant motion to vacate default and quash service of summons averring that the Complaint was not properly served, and that he had no notice of the suit. Plaintiff has filed no opposition.

Defendant raises adequate basis to quash due to the failure to effectively perform substitute service. Defendant presents his government identification showing he is a resident of Arizona, and his mother, who resides at the service address, provides a declaration stating that he has never been a resident of that address. Accordingly, substitute service was ineffective, and the motion to quash must be granted.

The motion to set aside default and quash service of summons is **GRANTED**.

As to the issue of jurisdiction for lack of substantial contacts, Defendant has presented evidence that he has not resided in California since 1994. He has no business interests in California. Plaintiff has filed no opposition. The burden is on Plaintiff to display the propriety of jurisdiction. *Vons Companies, Inc. v. Seabest Foods, Inc.* (1996) 14 Cal.4th 434, 449.

Defendant's motion to quash for lack of personal jurisdiction is GRANTED.

III. Conclusion

Based on the foregoing, the motion to set aside default and quash service of summons is **GRANTED**. Defendant's motion to quash for lack of personal jurisdiction is **GRANTED**.

Defendant shall submit a written order to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

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