

FILED  
SUPERIOR COURT  
COUNTY OF SAN BERNARDINO  
RANCHO CUCAMONGA DISTRICT

DEC 10 2013

BY Christina L. Bandfield  
CHRISTINA L. BANDFIELD, DEPUTY

THE SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
RANCHO CUCAMONGA DIVISION

12 THERESA LOPEZ,

13 Plaintiff,

14 vs.

15 FRONTERA PRODUCE, LTD, et al.,

16 Defendants.

Case No.: CIVRS 1305356

NOTICE OF RULING ON  
DEFENDANT, PRIMUS GROUP,  
INC.'S DEMURRER TO  
PLAINTIFF'S COMPLAINT

18 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

19 PLEASE TAKE NOTICE that on December 4, 2013, in the above-referenced court,  
20 Defendant, PRIMUS GROUP, INC.'s Demurrer to Plaintiff's Complaint came on for hearing  
21 before the Honorable Joseph R. Brisco.

22 Mark Lieber, Attorney at Law, appeared on behalf of Plaintiff, Ninos Saroukhanioff,  
23 Attorney at Law, appeared on behalf of Defendant, FRONTERS PRODUCE, LTD., and Jeffrey  
24 Whittington, Attorney at Law, appeared on behalf of Defendant, PRIMUS GROUP, INC.

25 At the beginning of the hearing, the Court announced its tentative ruling to sustain,  
26 without leave to amend, Defendant, PRIMUS GROUP, INC.'s Demurrer to the First, Second,  
27 Third and Fourth Causes of Action of Plaintiff's Complaint.

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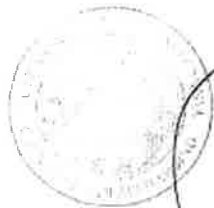
1           However, after hearing the arguments of counsel, the Court decided to take the matter  
2 under submission.

3           The Court now rules as follows:

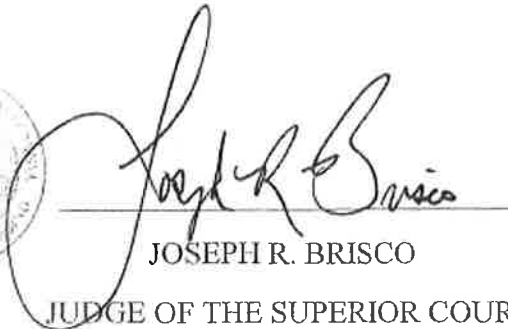
4           Defendant, PRIMUS GROUP, INC.'s Demurrer to the First, Second, Third and Fourth  
5 Causes of Action of Plaintiff's Complaint is SUSTAINED, WITHOUT LEAVE TO AMEND.

6           IT IS HEREBY ORDERED that Plaintiff's Complaint as to Defendant, PRIMUS  
7 GROUP, INC. is DISMISSED, WITH PREJUDICE.

8 Date: December 10, 2013



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JOSEPH R. BRISCO  
JUDGE OF THE SUPERIOR COURT

**TENTATIVE RULINGS FOR DEPT. R-10**

**December 4, 2013**

**8. Lopez v. Frontera Produce; CIVRS 1305356**

**Defendant, Primus Group's Demurrer to Plaintiff's Complaint -  
OPPOSED.**

**Tentative Ruling:**

**SUSTAIN, WITHOUT LEAVE TO AMEND – Demurrer to Plaintiff's  
First Cause of Action (Strict Liability).**

This Defendant was not involved in the manufacture, distribution or sale of the product that allegedly caused Plaintiff's injuries. It was simply the auditor of the packing facility.

**SUSTAIN, WITHOUT LEAVE TO AMEND – Demurrer to Plaintiff's  
Second Cause of Action (Negligence).**

This Defendant contracted with Defendant, Jensen Farms, to provide auditing services. It was not in privity of contract with Plaintiff and, therefore, owed her no duty of care.

**SUSTAIN, WITHOUT LEAVE TO AMEND – Demurrer to Plaintiff's  
Third Cause of Action (Breach of Implied Warranty).**

Privity of contract is a necessary element of this cause of action. This Defendant was not in privity of contract with Plaintiff, and was not involved in the growing, shipping, sale, manufacture or distribution of the subject product. Its function was solely as an auditor of the Defendant, Jensen Farms' facility.

**SUSTAIN, WITHOUT LEAVE TO AMEND – Demurrer to Plaintiff's  
Fourth Cause of Action (Loss of Consortium).**

Because Plaintiff has not stated a cause of action against this Defendant, this cause of action fails as well.