1. MANFREDI v. LAKELAND VILLAGE OWNERS ASSN., ET AL., 25CV1279

Motion to Consolidate (See Related Item Nos. 6 & 7)

On July 2, 2025, pursuant to Code of Civil Procedure section 1048, subdivision (a), plaintiffs Alberto and Melissa Manfredi (collectively, "plaintiffs") filed a motion to consolidate the instant action with *O'Donnell v. Lakeland Village*, *et al.* (El Dorado Super. Ct., Case No. 25CV1406) and *Indap v. Lakeland Village*, *et al.* (El Dorado Super. Ct., Case No. 25CV1407) for all purposes, including discovery and trial.

On August 18, 2025, specially-appearing defendants Lakeland Village Homeowners Association, Gary Cerio, J. Michael Benson, Allen Gribnau, Carol McInnes, Ron Armijo, Bonnie Boswell, Michael Johnston, Felix Wannenmacher, The Helsing Group, and Andrew Hay (collectively, "specially-appearing defendants") filed a timely opposition to the motion. Specially-appearing defendants oppose full consolidation but "remain[] open to limited coordination or consolidation solely for discovery purposes." (Opp. at 3:6–8.)

On August 22, 2025, plaintiffs filed a timely reply.

1. Preliminary Matter

The specially-appearing defendants argue the court should deny plaintiffs' motion on procedural grounds, claiming that the motion fails to list all named parties in each case, the names of those who have appeared, and the names of their respective attorneys of record, as required under California Rules of Court ("CRC"), rule 3.350, subdivision (a)(1)(A).

Paragraph 3 of both Alberto and Melissa Manfredi's supporting declarations states in relevant part, "[t]he plaintiffs in all three cases are homeowners at Lakeland Village who contracted with our firm, Manfredi Development Group, for the installation of windows in early 2024." (Manfredi Decls., ¶ 3.)

Paragraph 4 of both declarations states, "[t]he defendants in all three cases are LAKELAND VILLAGE OWNERS ASSOCIATION, its board members, and THE HELSING

GROUP, which are identical. These defendants are represented by the same law firm, Murphy, Pearson, Bradley & Feeney, across all three related matters." (Manfredi Decls., ¶ 4.)

The court finds that plaintiffs have substantially complied with CRC, rule 3.350 and exercises its discretion to consider the motion.

2. Background

On May 16, 2025, plaintiffs filed their complaint against the specially-appearing defendants alleging violations of Homeowners Association governing documents, breach of fiduciary duties, defamation, tortious interference in the operation of plaintiff Alberto Manfredi's company (Manfredi Development), and invasion of privacy. Plaintiffs reside at Lakeland Village, a property that contains condominiums and townhomes. (Pltfs.' Compl., ¶¶ 7, 26.) Plaintiffs claim the specially-appearing defendants retaliated against plaintiffs after Mr. Manfredi ran for the Lakeland Village Board of Directors, participated in a recall effort against Lakeland Village, published a newsletter critical of the Lakeland Village Owners Association and their preferred contractors (CM2 and AWT), and managed a Facebook page about the community that included some posts critical of the Lakeland Village Board of Directors. (Pltfs.' Compl., ¶ 24.)

On June 3, 2025, Daniel Paul O'Donnell ("O'Donnell") filed his complaint against Lakeland Village Owners Association and The Helsing Group in *O'Donnell v. Lakeland Village*, *et al.* (Case No. 25CV1406). O'Donnell alleges that in February 2024, he contracted with Manfredi Development to replace a window and add a new window in his unit. (O'Donnell Compl., ¶ 17.) In February 2025, O'Donnell, as well as other customers of Manfredi Development Group, allegedly received a letter from the Lakeland Village Board of Directors via The Helsing Group stating that there were concerns about the window installation and requesting a hearing with the Board in March 2025. (O'Donnell Compl., ¶ 18.) O'Donnell claims he has experienced a series of unwarranted disciplinary actions taken by Lakeland Village Owners Association and The

Helsing Group, whereby Lakeland Village Owners Association has threatened to replace windows that the Manfredi plaintiffs installed and charge O'Donnell a $6,295 Reimbursement Assessment. (O'Donnell Compl., ¶ 13.) The defendants have allegedly harassed O'Donnell as part of the defendants' pattern of harassment against Mr. Manfredi and his customers. (O'Donnell Compl., ¶ 14.)

Also on June 3, 2025, Abhijit Indap ("Indap") filed his complaint against Lakeland Village Owners Association and The Helsing Group in *Indap v. Lakeland Village*, *et al.* (Case No. 25CV1407). The allegations in Indap's complaint are virtually identical to those in O'Donnell's complaint.

3. Legal Principles

Code of Civil Procedure section 1048, subdivision (a) provides: "When actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all the matters in issue in the actions; it may order all the actions consolidated and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay." (*Ibid.*)

4. Discussion

Plaintiffs argue that consolidation of the three cases will promote judicial economy, avoid duplicative discovery and inconsistent rulings and reduce costs and burdens on the parties and the Court.

The specially-appearing defendants oppose full consolidation, arguing that, "[a]lthough the cases share common defendants and some overlapping facts, critical distinctions exist, including the presence of individual defendants in Manfredi who are absent from the other actions, as well as unique factual circumstances and damages for each plaintiff that require case-specific proof and tailored discovery." (Opp. at 2:14–17.)

One of the specially-appearing defendants' arguments is that "consolidation threatens to further delay resolution by merging cases at different procedural stages." (Opp. at 2:20–21.) The court disagrees with the characterization that the three cases are

at different procedural stages. Each action was initiated less than four months ago and is still at the pleading stage.

Next, the specially-appearing defendants argue that the risk of prejudice is substantial should the court grant the motion. The defendants argue, "[c]onsolidation would enable Plaintiffs, who are self-represented and have a demonstrated history of referencing, copying, and attempting to argue one another's claims, to improperly interject evidence and arguments across cases. … [A]s the Court has already observed, several motions filed in these cases contain entire sections copied verbatim from Mr. Manfredi's original filings, suggesting he is already assuming the role of counsel outside the courtroom." (Opp. at 2:22–27.) While it is true that plaintiffs appear to be sharing briefs, the court has already made it clear to the parties that the Manfredis cannot represent O'Donnell and Indap or litigate their cases for them.

Based on the totality of the circumstances, the court exercises its discretion to consolidate the three matters for discovery and pre-trial purposes only, without prejudice to consideration of consolidation for all purposes at a later time. The court finds that consolidation for discovery purposes only will promote judicial economy and enhance witness convenience.

TENTATIVE RULING # 1: THE MOTION TO CONSOLIDATE IS GRANTED IN PART WITHOUT PREJUDICE TO CONSIDERATION OF CONSOLIDATION FOR ALL PURPOSES AT A LATER TIME. THE THREE CASES (25CV1279, 25CV1406, 25CV1407) SHALL BE CONSOLIDATED AT THIS TIME FOR DISCOVERY AND PRE-TRIAL PURPOSES ONLY, WITH THE INSTANT ACTION (25CV1279) BEING DESIGNATED THE LEAD CASE. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE

TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

2. CAVALRY SPV I, LLC v. LYNCH, 23CV2047

OSC Re: Sanctions

Plaintiff filed this small claims action on November 22, 2023. In 2024, plaintiff submitted multiple declarations of non-service. To date, there is still no proof of service of the summons and complaint in the court's file.

On July 17, 2025, the court issued and served upon plaintiff an order to cause why sanctions should not be imposed for failure to file proof of service of summons and complaint.

TENTATIVE RULING # 2: PLAINTIFF'S APPEARANCE IS REQUIRED AT 1:30 P.M. FRIDAY, AUGUST 29, 2025, IN DEPARTMENT FOUR.

3. CITIBANK N.A. v. OLMER, 24CV0583

Motion to Deem Matters Admitted

Before the court is plaintiff's motion to deem matters admitted. Defendant filed no opposition.

A party served with requests for admission must serve a response within 30 days. (Code Civ. Proc., § 2033.250.) Failure to serve a response entitles the requesting party, on motion, to obtain an order that the genuineness of all documents and the truth of all matters specified in the requests for admission be deemed admitted. (Code Civ. Proc., § 2033.280, subd. (b).) When such a motion is made, the court must grant the motion and deem the requests admitted unless it finds that prior to the hearing, the party to whom the requests for admission were directed has served a proposed response that is in substantial compliance with the provisions governing responses. (Code Civ. Proc., § 2033.280, subd. (c); *St. Mary v. Superior Court* (2014) 223, Cal.App.4th 762, 776, 778; see also *Demyer v. Costa Mesa Mobile Home Estates* (1995) 36 Cal.App.4th 393, 395–396 ["two strikes and you're out"].)

In this case, plaintiff's counsel declares that Requests for Admission (Set One) were propounded upon defendant by mail on April 1, 2025. (Langedyk Decl., ¶ 2 & Ex. 1.) Accordingly, defendant's response was due on or before May 6, 2025 (30 calendar days plus five additional days for mail service). (Code Civ. Proc., §§ 1013, subd. (a), 2033.250, subd. (a).) Plaintiff's counsel declares that, to date, defendant has not served a response. (Langedyk Decl., ¶ 3.)

The motion is granted.

TENTATIVE RULING # 3: THE MOTION TO DEEM MATTERS ADMITTED IS GRANTED. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S

WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

4. GERLACH v. BARRET DAFFIN FRAPPIER TREDER & WEISS, LLP, 24CV2132

Demurrer

Pursuant to Code of Civil Procedure section 430.10, subdivisions (e) and (f), defendants Nationstar Mortgage, LLC doing business as Mr. Cooper ("Nationstar") and Lakeview Loan Servicing, LLC ("Lakeview") generally and specially demur to plaintiff's fourth amended complaint ("4AC") on the grounds that each cause of action alleged therein fails to state a claim for relief and is uncertain. Defendant Barret Daffin Frappier Treder & Weiss, LLC ("Barret Daffin") filed a motion to join the demurrer, which plaintiff does not oppose.

Counsel for defendants Nationstar, Lakeview, and Barret Daffin each declare they met and conferred with plaintiff's counsel, as required under Code of Civil Procedure section 430.41, subdivision (a). (Cheong Decl., ¶ 2; Lauvray Decl., ¶ 4.)

1. Background

This is an action for wrongful foreclosure and related claims arising from the foreclosure on plaintiff's property located at 3774 Paradise Drive in South Lake Tahoe, California. (4AC, ¶ 1.) Defendant Lakeview was the foreclosing creditor and defendant Nationstar was the mortgage servicer. (4AC, ¶¶ 4–5.) Defendant Barret Daffin was the substitute trustee under the deed of trust that conducted the foreclosure sale. (4AC, ¶ 3.)

In 2008, plaintiff's mother, who is now deceased, obtained a loan for $384,950.00 secured by a deed of trust on the Property. (4AC, ¶ 9.) After her mother's death, plaintiff inherited the Property. (4AC, ¶ 9.)

Paragraph 19 of the 4AC alleges: "In or about April 2024 through June 2024, Defendant Nationstar … prepared, transmitted, and confirmed acceptance of a written loan modification agreement (the '2024 Loan Modification') with Plaintiff through a notary hired by them. Plaintiff executed the agreement before the notary. The notary kept the documents to deliver to Mr. Cooper. Plaintiff was led to believe, by a telephone

call, that a Nationstar representative executed the agreement, stating that the modification had been finalized. Plaintiff alleges that Nationstar thereby subscribed the agreement through its conduct and by authorizing automatic performance consistent with the terms. ***Discovery will confirm*** the executed copy is in Nationstar's possession, as the initiating party and counter-signatory. Nationstar's subsequent actions—implementing the agreed monthly payment of $2,500, initiating direct debits from Plaintiff's bank account, and accepting those payments for five consecutive months—constitute ratification and part performance sufficient to remove the agreement from the Statute of Frauds. (See *Aceves v. U.S. Bank*, 192 Cal.App.4th 218, 226–228; *Anderson v. Stansbury*, 38 Cal.2d 707, 715.) Plaintiff relied on Nationstar's conduct and representations to her detriment, foregoing other alternatives, including legal remedies, refinancing, or sale of the property. (*See Exhibit One-(1) and incorporated herein by reference*.)" (4AC, ¶ 19 [emphasis in original].)

The 4AC alleges defendants are estopped from asserting the statute of frauds to deny the existence of enforceability of the 2024 Loan Modification. (4AC, ¶ 20.)

Regarding tender, the 4AC alleges, "At the time of the subject foreclosure, Plaintiff explicitly offered to tender the full amount due—$459,123.15—in lawful U.S. currency. These funds were immediately available in Plaintiff's verified bank account, and Plaintiff affirmatively communicated the willingness and ability to pay the full amount to Defendant." (4AC, ¶ 21.)

2. Request for Judicial Notice

Pursuant to Evidence Code section 452 subdivision (c), the court grants defendants Nationstar's and Lakeview's unopposed request for judicial notice of Exhibit A (recorded deed of trust), Exhibit B (recorded assignment of deed of trust), Exhibit C (recorded notice of default), Exhibit D (recorded notice of trustee's sale); and Exhibit E (recorded trustee's deed upon sale); the court also grants defendant Barret Daffin's unopposed

request for judicial notice of Exhibit AA (recorded substitution of trustee) and Exhibit BB (recorded trustee's deed upon sale).

3. Legal Principles

"[A] demurrer challenges only the legal sufficiency of the complaint, not the truth or the accuracy of its factual allegations or the plaintiff's ability to prove those allegations." (*Amarel v. Connell* (1998) 202 Cal.App.3d 137, 140.) A demurrer is directed at the face of the complaint and to matters subject to judicial notice. (Code Civ. Proc., § 430.30, subd. (a).) All properly pleaded allegations of fact in the complaint are accepted as true, however improbable they may be, but not the contentions, deductions or conclusions of facts or law. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318; *Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.) A judge gives "the complaint a reasonable interpretation, reading it as a whole and its parts in their context." (*Blank*, *supra*, 39 Cal.3d at p. 318.)

4. Discussion

4.1. First C/A for Wrongful Foreclosure

The elements of a wrongful foreclosure cause of action are: " '(1) [T]he trustee or mortgagee caused an illegal, fraudulent, or willfully oppressive sale of real property pursuant to a power of sale in a mortgage or deed of trust; (2) the party attacking the sale (usually but not always the trustor or mortgagor) was prejudiced or harmed; and (3) in cases where the trustor or mortgagor challenges the sale, the trustor or mortgagor tendered the amount of the secured indebtedness or was excused from tendering.' " (*Miles v. Deutsche Bank Nat'l Trust Co.* (2015) 236 Cal.App.4th 394, 408.) "[M]ere technical violations of the foreclosure process will not give rise to a tort claim; the foreclosure must have been entirely unauthorized on the facts of the case." (*Id.* at p. 409.)

The court sustained the previous demurrer to plaintiff's third amended complaint ("TAC") with a final leave to amend to cure defects regarding the statute of frauds and the tender requirement.

"The statute of frauds requires any contract subject to its provisions to be memorialized in a writing subscribed by the party to be charged or by the party's agent. ([Civ. Code,] § 1624; *Secrest v. Security National Mortgage Loan Trust 2002-2* (2008) 167 Cal.App.4th 544, 552.)" (*Rossberg v. Bank of America, N.A.* (2013) 219 Cal.App.4th 1481, 1503.) "A mortgage or deed of trust … comes within the statute of frauds," as does an agreement modifying a mortgage or deed of trust. (*Secrest* at p. 552.)

Although the TAC alleged that the 2024 Loan Modification was in writing, the court found that the TAC failed to allege the agreement was signed by the lender, Nationstar.

Plaintiff's 4AC adds the following new allegations: "In or about April 2024 through June 2024, Defendant Nationstar … prepared, transmitted, and confirmed acceptance of a written loan modification agreement (the '2024 Loan Modification') with Plaintiff through a notary hired by them. Plaintiff executed the agreement before the notary. The notary kept the documents to deliver to Mr. Cooper. Plaintiff was led to believe, by a telephone call, that a Nationstar representative executed the agreement, stating that the modification had been finalized. Plaintiff alleges that Nationstar thereby subscribed the agreement through its conduct and by authorizing automatic performance consistent with the terms. ***Discovery will confirm*** the executed copy is in Nationstar's possession, as the initiating party and counter-signatory. Nationstar's subsequent actions–implementing the agreed monthly payment of $2,500, initiating direct debits from Plaintiff's bank account, and accepting those payments for five consecutive months–constitute ratification and part performance sufficient to remove the agreement from the Statute of Frauds. (See *Aceves v. U.S. Bank*, 192 Cal.App.4th 218, 226–228; *Anderson v. Stansbury*, 38 Cal.2d 707, 715.) Plaintiff relied on Nationstar's conduct and representations to her detriment, foregoing other alternatives, including

legal remedies, refinancing, or sale of the property. (*See Exhibit One-(1) and incorporated herein by reference.*)" (4AC, ¶ 19 [emphasis in original].)

Liberally construing the complaint and drawing all reasonable inferences in plaintiff's favor (Code Civ. Proc., § 452; *Advanced Modular Sputtering, Inc. v. Superior Court* (2005) 132 Cal.App.4th 826, 835 ["pleadings are to be liberally construed in favor of the pleader …"]), the court finds that plaintiff has sufficiently alleged the 2024 Loan Modification satisfies the statute of frauds.

Even if the 4AC did not satisfy the statute of frauds, plaintiff makes the alternative argument that defendants should be estopped from asserting the statute of frauds to deny the enforceability of the 2024 Loan Modification. (4AC, ¶ 20; Opp. at 5:18–25.)

"Part performance allows enforcement of a contract lacking a requisite writing in situations in which invoking the statute of frauds would cause unconscionable injury." (*In re Marriage of Benson* (2005) 36 Cal.4th 1096, 1108.) "[T]o constitute part performance, the relevant acts either must 'unequivocally refer[ ]' to the contract [citation], or 'clearly relate' to its terms. [Citation.] Such conduct satisfies the evidentiary function of the statute of frauds by confirming that a bargain was in fact reached. [Citation.]" (*Id.* at p. 1109.) In addition to having partially performed, the party seeking to enforce the contract must have changed position in reliance on the oral contract to such an extent that application of the statute of frauds would result in an unjust or unconscionable loss, amounting in effect to fraud. (*Anderson v. Stansbury* (1952) 38 Cal.2d 707, 715; *Oren Realty & Development Co. v. Superior Court* (1979) 91 Cal.App.3d 229, 235.)

In this case, the 4AC alleges that plaintiff partially performed under the 2024 Loan Modification by remitting monthly payments of $2,500. (4AC, ¶ 19.) Additionally, the 4AC alleges plaintiff detrimentally relied on defendants' promise under the 2024 Loan Modification by "foregoing other alternatives, including legal remedies, refinancing, or sale of the property." (4AC, ¶ 19.) It is unclear to the court what legal remedies were

available to plaintiff where she was in default on the original loan. However, the court finds plaintiff has alleged detrimental reliance in that plaintiff allegedly did not refinance (potentially with another company, for example) or sell the property.

In *Aceves v. U.S. Bank, N.A.* (2011) 192 Cal.App.4th 218, the court found that the plaintiff homeowner changed her position in reliance on the bank's promise to "work with [the homeowner] on a mortgage reinstatement and loan modification," In that case, the plaintiff homeowner obtained an adjustable rate loan to purchase her residence. (*Id.* at p. 221.) Two years into the loan, she could not afford the monthly payments and filed for bankruptcy under chapter 7 of the Bankruptcy Code (11 U.S.C. §§ 701–784.) (*Aceves* at p. 221.) The homeowner intended to convert the chapter 7 proceeding to a chapter 13 proceeding (11 U.S.C. §§ 1301–1330) and to obtain financial help from her husband to cure the default and resume regular payments. (*Aceves* at pp. 221, 223). According to the allegations of her complaint, the homeowner "contacted the bank, which promised to work with her on a loan reinstatement and modification if she would forgo further bankruptcy proceedings." (*Id.* at p. 221.) In reliance on that promise, the homeowner did not convert to a chapter 13 proceeding and did not oppose the bank's motion to lift the bankruptcy stay. (*Ibid.*) After the bankruptcy court lifted the stay, the bank failed to work with the homeowner to reinstate and modify the loan, and instead completed the foreclosure. (*Id.* at pp. 221, 224.) The appellate court found that the homeowner "relied on U.S. Bank's promise by declining to convert her chapter 7 bankruptcy proceeding to a chapter 13 proceeding, by not relying on her husband's financial assistance in developing a chapter 13 plan, and by not opposing U.S. Bank's motion to lift the bankruptcy stay." (*Id.* at p. 227.)

The court finds that the 4AC sufficiently pleads promissory estoppel to bar the defendants' application of the statute of frauds.

Because the 4AC sufficiently alleges the 2024 Loan Modification satisfies the statute of frauds, and alternatively, defendants would be estopped from asserting the statute of

frauds, the court overrules the demurrer to the first cause of action for wrongful foreclosure.

4.2. Second C/A for Violation of California Homeowner Bill of Rights

The court previously overruled defendants' demurrer to the second cause of action for violation of the California Homeowner Bill of Rights. However, there is authority for allowing demurrers to amended pleadings on grounds previously overruled because "[t]he interests of all parties are advanced by avoiding a trial and reversal for defect pleadings." (*Pacific States Enterprises, Inc. v. City of Coachella* (1993) 13 Cal.App.4th 1414, 1420 (internal quotes omitted) (citing text); see *Pavicich v. Santucci* (2000) 85 Cal.App.4th 382, 389, fn. 3; see also *Carlton v. Dr. Pepper Snapple Group, Inc.* (2014) 228 Cal.App.4th 1200, 1211.)

The court finds that the second cause of action in the 4AC states a claim for relief. Therefore, the demurrer to this cause of action is overruled.

4.3. Third C/A for Cancellation of Instruments

To claim cancellation of an instrument, the plaintiff must allege: (1) the instrument is void or voidable due to, for example, fraud; and (2) the plaintiff has a reasonable apprehension of serious injury including pecuniary loss or the prejudicial alteration of their position. (Civ. Code, § 3412; *Thompson v. Ioane* (2017) 11 Cal.App.5th 1180, 1193–1194.)

In ruling on the previous demurrer to the TAC, the court found that, assuming the 2024 Loan Modification is not barred by the statute of frauds, plaintiff would have adequately alleged that the challenged instruments are void. However, as previously discussed, the TAC failed to allege that the 2024 Loan Modification was signed by the lender. The court sustained the demurrer with a final leave to amend to cure the statute of frauds issue.

As discussed above under the first cause of action for violation of the California Homeowner Bill or Rights, the court finds that the 4AC sufficiently alleges the 2024 Loan

Modification satisfies the statute of frauds. Alternatively, the court would find that defendants are estopped from asserting the statute of frauds. The demurrer to the third cause of action for cancellation of instruments is overruled.

4.4. Fourth C/A for Breach of Contract

The elements of a breach of contract claim are: (1) the existence of a contract; (2) plaintiff's performance or excuse for non-performance; (3) defendant's breach; and (4) the resulting damages to the plaintiff. (*San Mateo Union High School Dist. v. County of San Mateo* (2013) 213 Cal.App.4th 418, 439.)

Plaintiff alleges defendants Nationstar and Lakeview breached the 2024 Loan Modification. The court previously sustained the demurrer to this cause of action with a final leave to amend to cure the statute of frauds issue.

As discussed above under the first cause of action for violation of the California Homeowner Bill or Rights, the court finds that the 4AC sufficiently alleges the 2024 Loan Modification satisfies the statute of frauds. Alternatively, the court would find that defendants are estopped from asserting the statute of frauds. The demurrer to the fourth cause of action for breach of contract is overruled.

4.5. Fifth C/A for Promissory Estoppel

" 'Promissory estoppel applies whenever a "promise which the promissor should reasonably expect to induce action or forbearance on the part of the promise of a third person and which does induce such action or forbearance" would result in an "injustice" if the promise were not enforced….' " (*Advanced Choices, Inc. v. State Dept. of Health Services* (2010) 182 Cal.App.4th 1661, 1671–1672.) The elements of a promissory estoppel claim are: (1) a clear and unambiguous promise; (2) reasonable and foreseeable reliance by the party to whom the promise is made; (3) enforcement is necessary to avoid injustice; (4) causation; and (5) harm or injury to the party asserting estoppel. (*US Ecology, Inc. v. State of California* (2005) 129 Cal.App.4th 887, 901–905, 908.)

The court previously sustained defendants' demurrer to this cause of action, reasoning that plaintiff's promissory estoppel claim is based on the 2024 Loan Modification, and plaintiff had not sufficiently alleged that the 2024 Loan Modification satisfied the statute of frauds. However, upon further research, the court concludes this is incorrect. Promissory estoppel generally affords the plaintiff equitable relief when there is a clear and unambiguous verbal promise by the defendant, but a breach of contract cause of action is barred by the statute of frauds…." (See *Allied Grape Growers v. Bronco Wine Co.* (1988) 203 Cal.App.3d 432, 444 ["In California, the doctrine of estoppel is proven where one party suffers an unconscionable injury if the statute of frauds is asserted to prevent enforcement of oral contracts."].)

The 4AC alleges defendants agreed to the 2024 Loan Modification but proceeded with foreclosure despite plaintiff's full compliance with the 2024 Loan Modification. (4AC, ¶¶ 11–13.) As such, the court finds that the 4AC has alleged a claim for promissory estoppel. The demurrer to the fifth cause of action for promissory estoppel is overruled.

4.6. Sixth C/A for Declaratory Relief

To state a claim for declaratory relief, the plaintiff must allege facts showing there is a dispute between the parties concerning their rights, constituting an "actual controversy" within the meaning of the declaratory relief statute. (Code Civ. Proc., § 1060; *Artus v. Gramercy Towers Condominium Assn.* (2018) 19 Cal.App.5th 923, 930.) A claim for declaratory relief fails when it is " ' "wholly derivative" of other failed claims.' " (*Smyth v. Berman* (2019) 31 Cal.App.5th 183, 191–192, quoting *Ball v. FleetBoston Financial Corp.* (2008) 164 Cal.App.4th 794, 800.)

The 4AC seeks a judicial declaration against all defendants that: (1) the 2024 Loan Modification is valid and enforceable; (2) the foreclosure and related instruments (i.e., notice of default, notice of trustee's sale, etc.) are void or voidable; and (3) plaintiff retains a superior interest in the Property. (4AC, ¶ 49.) The court previously sustained

the demurrer to this cause of action with a final leave to amend to cure the statute of frauds issue.

As discussed above under the first cause of action for violation of the California Homeowner Bill or Rights, the court finds that the 4AC sufficiently alleges the 2024 Loan Modification satisfies the statute of frauds. Alternatively, the court would find that defendants are estopped from asserting the statute of frauds. The demurrer to the third cause of action for cancellation of instruments is overruled.

4.7. Seventh C/A for Violation of Bus. & Prof. Code, § 17200

The court previously overruled defendants' demurrer to the seventh cause of action for violation of Business and Professions Code section 17200 in plaintiff's second amended complaint and TAC. The court finds that the second cause of action in the 4AC states a claim for relief. Therefore, the demurrer to this cause of action is overruled.

TENTATIVE RULING # 4: THE DEMURRER IS OVERRULED. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

5. PIMOR, ET AL. v. VANHEE WOODWORKS, 23CV0578

Motion for Terminating and Monetary Sanctions

Pursuant to Code of Civil Procedure section 2023.030, plaintiffs/cross-defendants Clement Pimor and Emilie Cappella (collectively, "plaintiffs") move for terminating and monetary sanctions ($1,964.29) against defendant/cross-complainant Vanhee Woodworks ("defendant") based on defendant's repeated discovery violations and willful violations of this court's orders. Specifically, plaintiffs request that the court dismiss defendant's cross-complaint in its entirety and, with respect to plaintiff's complaint, enter a judgment by default against defendant.

Defendant filed no opposition.

Plaintiffs claim defendant has "ignored" the following court orders: (1) the November 8, 2024, court order compelling the production of documents and imposing a $500 monetary sanction against defendant; (2) the April 18, 2025, court order compelling the production of documents and imposing a monetary sanction against defendant; and (3) the June 13, 2025, court order requiring Jeff VanHee (the managing agent of defendant) to appear for deposition within 30 days and imposing a monetary sanction of $2812.80 for Mr. VanHee's failure to appear at a properly noticed deposition. (Mtn. at 16:17–23.)

The defendant's discovery violations in this case are well documented. On April 18, 2025, the court granted plaintiffs' request for issue sanctions. The court concludes that terminating sanctions are proper in this case, as lesser sanctions would be ineffective in motivating defendant to comply with his discovery obligations. (See *J.W. v. Watchtower Bible & Tract Soc'y of New York, Inc.* (2018) 29 Cal.App.5th 1142, 1171.) Defendant's answer to plaintiffs' complaint, as well as defendant's cross-complaint, are hereby stricken.

Additionally, having reviewed and considered the declaration from plaintiffs' counsel, the court imposes a monetary sanction against defendant in the amount of $1,754.29.

TENTATIVE RULING # 5: THE MOTION IS GRANTED. DEFENDANT VANHEE WOODWORKS'S ANSWER TO PLAINTIFFS' COMPLAINT, AS WELL AS DEFENDANT'S CROSS-COMPLAINT, ARE HEREBY STRICKEN. THE COURT ALSO IMPOSES A MONETARY SANCTION AGAINST DEFENDANT AND IN FAVOR OF PLAINTIFFS IN THE AMOUNT OF $1,754.29, WHICH MUST BE PAID TO PLAINTIFFS' COUNSEL NO LATER THAN SEPTEMEBER 30, 2025. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

6. O'DONNELL v. LAKELAND VILLAGE OWNERS ASSN., ET AL., 25CV1406

Motion to Consolidate (See Related Item Nos. 1 & 7)

TENTATIVE RULING # 6: THE MOTION TO CONSOLIDATE IS GRANTED IN PART WITHOUT PREJUDICE TO CONSIDERATION OF CONSOLIDATION FOR ALL PURPOSES AT A LATER TIME. THE THREE CASES (25CV1279, 25CV1406, 25CV1407) SHALL BE CONSOLIDATED AT THIS TIME FOR DISCOVERY AND PRE-TRIAL PURPOSES ONLY, WITH *MANFREDI v. LAKELAND VILLAGE OWNERS ASSN., ET AL.* (25CV1279) BEING DESIGNATED THE LEAD CASE. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

7. INDAP v. LAKELAND VILLAGE OWNERS ASSN., ET AL., 25CV1407

Motion to Consolidate (See Related Item Nos. 1 & 6)

TENTATIVE RULING # 7: THE MOTION TO CONSOLIDATE IS GRANTED IN PART WITHOUT PREJUDICE TO CONSIDERATION OF CONSOLIDATION FOR ALL PURPOSES AT A LATER TIME. THE THREE CASES (25CV1279, 25CV1406, 25CV1407) SHALL BE CONSOLIDATED AT THIS TIME FOR DISCOVERY AND PRE-TRIAL PURPOSES ONLY, WITH *MANFREDI v. LAKELAND VILLAGE OWNERS ASSN., ET AL.* (25CV1279) BEING DESIGNATED THE LEAD CASE. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

8. STEPHENS v. LAUB LAW PLLC, 25CV1050

Defendant Jill Rusin's Motion to Quash

On July 21, 2025, specially-appearing defendant Jill Rusin ("Rusin") filed a motion to quash the service of summons and complaint. On August 18, 2025, plaintiff filed a timely opposition, which includes a request for monetary sanctions against plaintiff under Code of Civil Procedure sections 128.5 and 128.7 (plaintiff requests $5,250 payable to him and $1,500 payable to the court). Rusin did not file a reply.

1. Preliminary Matters

Plaintiff claims the motion is untimely and procedurally defective.

Under Code of Civil Procedure section 418.10, a motion to quash service of summons on the ground of lack of personal jurisdiction must be brought "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." (Code Civ. Proc., § 418.10, subd. (a)(1).)

Plaintiff claims the instant motion is untimely where service was completed on June 26, 2025, and the deadline for Rusin's responsive pleading was July 28, 2025. (Opp. at 5:2–3.) Confusingly, however, plaintiff concedes that Rusin's motion was filed on July 21, 2025 — seven days before July 28.

Plaintiff takes issue with the proof of service for Rusin's motion, which indicates the motion was electronically served on plaintiff on July 16, 2025, five days before filing the motion in court. However, this is not improper. California Rule of Court 3.1300 merely requires that, "[u]nless otherwise ordered or specifically provided by law, all moving and supporting papers must be served and filed in accordance with Code of Civil Procedure section 1005…." (Cal. Rules of Ct., Rule 3.1300, subd. (a).) Code of Civil Procedure section 1005 provides in relevant part, "[t]he moving and supporting papers served shall be a copy of the papers filed *or to be filed with the court*." (Code Civ. Proc., § 1005, subd. (b) [emphasis added].)

Additionally, plaintiff points out that Rusin's proof of service indicates she, herself, served the motion on plaintiff. Generally, a party cannot serve their own papers. (See Code Civ. Proc., § 414.10.) Lastly, plaintiff claims he has not consented to electronic service, and therefore, Rusin's electronic service of the motion was improper. (See Cal. Rules of Ct., Rule 2.251.) The court sustains these objections and continues the matter to October 24, 2025, to allow Rusin to properly serve the motion to quash.

TENTATIVE RULING # 8: THE COURT, ON ITS OWN MOTION, CONTINUES THE MATTER TO 1:30 P.M., FRIDAY, OCTOBER 24, 2025, IN DEPARTMENT FOUR TO ALLOW DEFENDANT JILL RUSIN TO PROPERLY SERVE THE MOTION TO QUASH. SUPPLEMENTAL OPPOSITION AND REPLY BRIEFS MAY BE FILED IN ACCORDANCE WITH THE ORDINARY TIME REQUIREMENTS UNDER CODE OF CIVIL PROCEDURE SECTION 1005, SUBDIVISION (b).

9. TALIAFERRO v. FIRE + ICE INTERACTIVE GRILL, ET AL., 23CV0850

OSC Re: Dismissal

On June 4, 2025, plaintiff filed a notice of settlement of the entire case indicating that a request for dismissal would be filed no later than July 30, 2025. To date, there is no request for dismissal in the court's file.

TENTATIVE RULING # 9: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, AUGUST 29, 2025, IN DEPARTMENT FOUR.