1. MILLER, ET AL. v. NEWREZ LLC, 25CV2192

Plaintiffs' Motion to Compel

Plaintiffs Alexander Miller and Edward Healey (collectively, "plaintiffs"), who are both proceeding in *pro per*, seek to compel defendant Renovo Financial, LLC's ("defendant") verified responses to plaintiffs' Special Interrogatories, Request for Production, and Request for Admission, all Set One. Plaintiffs' motion also includes a request for monetary sanctions.

Plaintiffs' discovery requests were directed to the named defendant, Renovo Financial, LLC. However, defendant's opposition states that Renovo Financial, LLC is a misnomer; no such entity actually exists. Notably, defendant acknowledges it is the party intended to be charged. What is concerning is that in its responsive pleading, filed December 9, 2025, defendant identified itself as Renovo Financial, LLC, without mentioning that the name plaintiffs used in their complaint was incorrect. And, defendant continues to identify as Renovo Financial, LLC — even in its opposition to the instant motion — which is misleading to both plaintiffs and the court. A defendant must exercise care when responding. A California defendant sued under an incorrect name should file a responsive pleading using their correct legal name followed by the phrase "erroneously sued as [name used by plaintiff]," answer the substantive allegations of the complaint, and, if necessary, seek or prompt an amendment to the complaint to correct the misnomer.

The court orders defendant to file and serve a notice of misnomer, identifying its correct name, no later than August 7, 2026.

Under the circumstances, the court finds it appropriate to deny plaintiffs' motion to compel without prejudice. Plaintiffs' moving papers acknowledge defendant informed plaintiffs of the misnomer. Additionally, plaintiffs acknowledged the misnomer issue in the stipulation filed June 15, 2026. Having ordered defendant to file a notice of misnomer, plaintiffs will be able to amend their pleading with defendant's correct name and re-serve their discovery requests upon defendant.

TENTATIVE RULING # 1: PLAINTIFFS' MOTION TO COMPEL IS DENIED WITHOUT PREJUDICE. THE COURT, ON ITS OWN MOTION, ORDERS DEFENDANT RENOVO FINANCIAL, LLC TO FILE AND SERVE A NOTICE OF MISNOMER, IDENTIFYING ITS CORRECT ENTITY NAME, NO LATER THAN AUGUST 7, 2026. 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. CLEANRITE, INC. v. PATEL, ET AL., 25CV2033

Demurrer to Amended Cross-Complaint

On March 10, 2026, pursuant to Code of Civil Procedure section 430.10, subdivision (e), plaintiff / cross-defendant Cleanrite, Inc. ("cross-defendant") filed a general demurrer to the third and fourth causes of action in defendant / cross-complainants Manish Patel's and Bina Patel's (collectively, "cross-complainants") amended cross-complaint (filed Feb. 4, 2026). Counsel for cross-defendant declares he met and conferred with cross-complainants prior to filing the demurrer, as required under Code of Civil Procedure section 430.41, subdivision (a). (Martel Decl., ¶¶ 4–6.)

On May 22, 2026, cross-complainants filed a timely opposition. On June 5, 2026, cross-defendant filed a timely reply.

1. Background

This case arises from structural repairs performed by cross-defendant at cross-complainants' motel — Pine Wood Lodge — after it sustained fire damage in January 2022.

At some point after the fire, cross-defendant allegedly contacted cross-complainants and "represented that it was competent and skilled in remediating commercial and hospitality properties similar to the Pine Wood Lodge and was ready to begin immediately and to completely restore the property in its pre-fire condition within the time limits required by Cross-Complaints [sic] and within budget." (Am. Cross-Compl., ¶ 7.) Cross-complainants informed cross-defendant that the work needed to be completed promptly "since the lack of room facilities was a serious negative cash flow event for the property." (Am. Cross-Compl., ¶ 7.)

Cross-defendant began repair work in November 2022 and thereafter "sporadically provided work, labor, services, and materials." (Am. Cross-Compl., ¶ 10.) Cross-complainants allege cross-defendant failed to complete the contract in the amount agreed upon ($880,493.85) and overcharged for its work and materials. (Am. Cross-Compl., ¶¶ 9, 12–13.)

2. 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.)

3. Discussion

3.1. Third C/A for Negligent Economic Interference

Cross-complainants' theory behind the third cause of action for negligent interference with prospective economic advantage is that, by failing to timely complete the agreed-upon work, cross-defendant interfered with cross-complainants' economic relationship with its guests due to the lack of motel rooms available for hire.

"The tort of negligent interference with prospective economic advantage is established where a plaintiff demonstrates that (1) an economic relationship existed between the plaintiff and a third party which contained a reasonably probable future economic benefit or advantage to plaintiff; (2) the defendant knew of the existence of the relationship and was aware that if it did not act with due care its actions would interfere with this relationship and cause plaintiff to lose in whole or in part the probable future economic benefit or advantage of the relationship; (3) the defendant was negligent; and (4) such negligence caused damage to plaintiff in that the relationship was actually interfered with or disrupted and plaintiff lost in whole or in part the economic benefits or advantage reasonably expected from the relationship. [Citation.]" (*North American Chemical Co. v. Superior Court* (1997) 59 Cal.App.4th 764, 786.)

Cross-defendant claims the amended cross-complaint fails to allege an existing economic relationship between cross-complainants and a third party.

Cross-complainants argue that the third party need not be specified by name. (Opp. at 2:9–16 (citing *North American Chemical Co.*, *supra*, 59 Cal.App.4th at p. 786; *J'Aire Corp. v. Gregory* (1979) 24 Cal.3d 799, 804 ("*J'Aire*").)). However, neither of the cases cited by cross-complainants stands for the proposition that the third party need not be identified. In both *North American Chemical Co.* and *J'Aire*, there was an existing economic relationship with a third party that was specifically identified.

Cross-complainants further argue that the following allegation in their pleading is sufficient: "Prior to the damage to the Pine Wood Lodge, it enjoyed a constant and consistent high level of occupancy of local and tourist patrons and profitability." The court, however, is unable to locate this allegation in the amended cross-complaint (cross-complainant's opposition brief cites to "Second Amended Complaint pp. 3:15-18"). Additionally, such allegation does not identify an existing relationship with any specific third party. At most, cross-complainants have alleged "a hope for an economic relationship and a desire for future benefit" from "a class of as yet unknown patrons." (See, *Blank*, *supra*, 39 Cal.3d at p. 330, 331.)

The court sustains cross-defendant's demurrer with leave to amend.

3.2. Fourth C/A for Fraudulent Nondisclosure

" 'The elements of fraud … are: (a) misrepresentation (false representation, concealment, or nondisclosure); (b) knowledge of falsity (or "scienter"); (c) intent to defraud, i.e., to induce reliance; (d) justifiable reliance; and (e) resulting damage.' " (*Lazar v. Superior Court* (1996) 12 Cal.4th 631, 638, quoting 5 Witkin, Summary of Cal.

Law (9th ed. 1988), § 676, p. 778.) "In California, fraud must be pled specifically; general and conclusory allegations do not suffice. [Citations.] … This particularity requirement necessitates pleading *facts* which show how, when, where, to whom, and by what means the representations were tendered. [Citation.]" (*Lazar*, *supra*, 12 Cal.4th at p. 645 [internal quotations omitted].) Further, "when a plaintiff asserts fraud against a corporation, the plaintiff must 'allege the names of the persons who made the allegedly fraudulent representations, their authority to speak, to whom they spoke, what they said or wrote, and when it was said it was written.' [Citation.]" (*Cansino v. Bank of America* (2014) 224 Cal.App.4th 1462, 1469.)

Cross-defendant claims the amended cross-complaint fails to allege fraud with particularity. In their opposition brief, cross-complainants state, "[c]ross defendants [sic] have not specified the particular elements that they assert are not pled with specificity. The necessary elements have been alleged, see, Amended Complaint, pp 7:1-10, 3:9-23, EX 'A', 6:3-24." (Opp. at 2:19–22.)

Having read and considered the entire amended cross-complaint, the court agrees with cross-defendant that cross-complainants fail to allege fraud with the required particularity. The relevant allegations are found in Paragraph 7 of the amended cross-complaint: "[Cross-defendant] contacted Cross-Complainants and represented that it was competent and skilled in remediating commercial and hospitality properties similar to the Pine Wood Lodge and was ready to begin immediately and to completely restore the property in its pre-fire condition within the time limits required by Cross-Complaints [sic] and within budget." (Am. Cross-Compl., ¶ 7.) Cross-defendant is a corporation. The amended cross-complaint does not allege "the names of the persons who made the allegedly fraudulent representations, their authority to speak, to whom they spoke, what they said or wrote, and when it was said it was written." (*Cansino*, *supra*, 224 Cal.App.4th at p. 1469.)

The court sustains the demurrer to this cause of action with leave to amend.

TENTATIVE RULING # 2: THE DEMURRER TO THE THIRD AND FOURTH CAUSES OF ACTION IN CROSS-COMPLAINANTS' FIRST AMENDED COMPLAINT IS SUSTAINED WITH LEAVE TO AMEND. 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.

3. L&J ASSETS v. PREHODA, SC20050069

Motion to Extend Time for Service and Authorize Alternative Service

On May 18, 2026, Bag Fund, LLC ("Bag Fund") filed the instant motion seeking a court order to extend time to perform service of, and authorize alternative service for, the Application for Renewal of Judgment (submitted October 16, 2025), which needs to be personally served within 90 days of filing pursuant to Code of Civil Procedure section 683.180, subdivision (b).

1. Background

On November 4, 2005, plaintiff L&J Assets LLC ("plaintiff") obtained a default judgment against defendant Kenneth Prehoda ("defendant") in the amount of $56,159.94. On February 26, 2007, plaintiff recorded an abstract of judgment in El Dorado County, thereby creating a lien on all of defendant's real property located within the county. (See, Code Civ. Proc., § 674; *Industrial Indem. Co. v. Levine* (1975) 49 Cal.App.3d 698, 713 [recordation of abstract of judgment creates a lien on real property of the judgment debtor located in county where abstract of judgment is recorded].) It appears that, at the time the abstract of judgment was recorded, defendant owned the real property located at 1048 Trout Creek in South Lake Tahoe, California (the "Property").

In 2008, plaintiff assigned the judgment to Bag Fund. In 2013, defendant recorded a transfer of the Property to his daughter (Bona Prehoda a/k/a Bona Gail a/k/a Bona Gail Hebert). On October 19, 2015, Bag Fund renewed the judgment for 10 years.

In 2018, defendant's daughter recorded a transfer of the Property to Mark Babo and Doreen Babo.

On October 16, 2025, Bag Fund filed another Application for Renewal of Judgment.[1]

[1] On January 30, 2026, the court granted Bag Fund's motion for a *nunc pro tunc* order deeming its Application for Renewal of Judgment to be recorded in the El Dorado County Recorder's Office as of October 19, 2025.

2. Legal Principles

"A judgment lien on real property is effective only during the period of enforceability of the judgment. [Citations.] Like the judgment, the judgment lien can also be extended by 10 years if renewed. ([Code Civ. Proc.,] § 683.180, subd. (a); § 697.310, subd. (b).)" (*Starcevic v. Pentech Financial Services, Inc.* (2021) 66 Cal.App.5th 365, 375.) In order to maintain the lien priority, the judgment creditor must comply with Code of Civil Procedure section 683.180. "Once renewed, '[t]he priority of the judgment lien on an interest in real property remains the same.' [Citations.]" (*Starcevic*, *supra*, at p. 375.)

As provided in Code of Civil Procedure section 683.180, subdivision (b),[2] if the interest in real property has been transferred subject to the lien and the transfer has been recorded, an extension pursuant to this section extends the lien on the property in the hands of the transferee only if the transferee is served notice of the renewal and proof of service is filed within the prescribed time. "[T]he obvious purpose of [Code of Civil Procedure] section 683.180 is to provide notice to third persons that a judgment lien has been extended. [Citation.]" (*Beneficial Financial, Inc. v. Durkee* (1988) 206 Cal.App.3d 912, 917.)

3. Discussion

Based on a filing date of October 16, 2025, Code of Civil Procedure section 683.180 required Bag Fund to personally serve a copy of the Application for Renewal upon the transferees, Mark Babo and Doreen Babo, on or before January 14, 2026. Bag Fund claims that, despite diligent efforts, it has been unable to personally serve the Babos. (See, Clark Decl., ¶¶ 4–11 & Exs. A, B.) As such, Bag Fund seeks to extend the time to

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[2] Code of Civil Procedure section 683.180, subdivision (b) provides: "A judgment lien on an interest in real property that has been transferred subject to the lien is not extended pursuant to subdivision (a) if the transfer was recorded before the application for renewal was filed unless both of the following requirements are satisfied: [¶] (1) A copy of the application for renewal is personally served on the transferee. [¶] (2) Proof of such service is filed with the court clerk within 90 days after the filing of the application for renewal." (Code Civ. Proc., § 683.310, subd. (b).)

serve the Babos and obtain the court's authorization to serve the Babos by publication or mail.

The court has reviewed the declarations of diligence submitted by Bag Fund. The declarations do not show that Bag Fund made any attempt to personally serve the Babos before the January 14, 2026, deadline. The earliest attempt did not occur until March 23, 2026. Thus, even if the court had the authority to extend the statutory deadline (the court is not convinced it does), it would still deny Bag Funds requests under the circumstances.

TENTATIVE RULING # 3: THE MOTION IS DENIED. 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. MATTER OF TRELLA AND ENGET, 26CV1570

OSC Re: Name Change

To date, there is no proof of publication in the court's file. (Code Civ. Proc., § 1277, subd. (a)(2)(A).)

TENTATIVE RULING # 4: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, JULY 24, 2026, IN DEPARTMENT FOUR.