

**1. DAIR, ET AL. v. WONG, 24CV2515**

**OSC Re: Dismissal**

**TENTATIVE RULING # 1: THE COURT GRANTS DEFENDANT'S UNOPPOSED REQUEST TO CONTINUE. THE HEARING IS HEREBY CONTINUED TO 1:30 P.M., FRIDAY, JULY 31, 2026, IN DEPARTMENT FOUR.**

**2. MATTER OF SMITH, 26CV0876**

**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).) There is also no California Law Enforcement Telecommunications System (CLETS) or Criminal Justice Information System (CJIS) report in the court's file. (Code Civ. Proc., § 1279.5, subd. (f).)

**TENTATIVE RULING # 2: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, JUNE 5, 2026, IN DEPARTMENT FOUR.**

**3. IMPERIUM BLUE TAHOE HOLDINGS v. TAHOE CHATEAU LAND HOLDINGS, 22CV1204****OSC Re: Preliminary Injunction**

On April 28, 2026, plaintiff Imperium Blue Tahoe Holdings, LLC (“Imperium Blue”) filed an ex parte application for temporary restraining order (“TRO”) and order to show cause (“OSC”) why a preliminary injunction should not be issued. Imperium Blue seeks an order enjoining defendant Tahoe Chateau Land Holding, LLC (“Tahoe Chateau”) from tapping, cutting into, connecting to, energizing, or otherwise tying any Tahoe Chateau gas line or residential/condominium gas service into the main gas line serving the retail property at 4125 Lake Tahoe Boulevard in South Lake Tahoe, California, pending further order of this court.

On April 29, 2026, Tahoe Chateau and defendant Propriis, LLC (“Propriis”) filed their respective oppositions. Imperium Blue filed no reply.

On May 1, 2026, the court denied Imperium Blue’s request for a TRO but issued an OSC regarding issuance of a preliminary injunction, which is currently pending before the court.

**1. Background**

This action involves two adjoining property owners, as well as the general contractor for Tahoe Chateau, and the written and recorded contracts governing their relationship. Imperium Blue is the owner in possession of constructed retail, food, and beverage space (“Chateau Retail”) located above a below-grade parking area at 4125 Lake Tahoe Boulevard, South Lake Tahoe, California, which is part of a mixed-use development known as The Chateau at the Village. Tahoe Chateau owns and controls the adjoining property at the same address, which includes the lodging and residential portion of the property. (Lowe Decl., ¶ 3.) Tahoe Chateau is presently constructing 16 residential condominium units directly above Chateau Retail. (Lowe Decl., ¶ 3.)

Imperium Blue is the successor in interest to Tahoe Stateline Venture, LLC (“TSV”), the prior owner of Chateau Retail. (Mendez Decl., ¶ 3.) As such, Imperium Blue claims it

is entitled to enforce the Maintenance and Easement Agreement (“M&E Agreement”) entered into between TSV and Tahoe Chateau. The close of escrow occurred on April 20, 2017. (Mendez Decl., ¶ 9.)

Paragraph 1 of the M&E Agreement provides in relevant part:

(g) Utilities. Each of the Parties hereby reserves and grants for the benefit of the other Party, as reasonably suitable and necessary, an easement for the placement, use, maintenance, repair, and replacement of utility facilities, including, but not limited to all sanitary sewer systems, natural gas systems, domestic water systems[,] irrigation systems[,] fire protection systems, electrical systems, telecommunications systems, and snow melt systems (“Shared Utility Facilities”) serving the Chateau Retail, the Chateau Parking Area and the Chateau Resort.

(Mendez Decl., Ex. A at ¶ 1, subd. (g).)

Paragraph 4 of the M&E Agreement provides in relevant part:

4. Maintenance Costs Allocation. All expenses incurred by the TCLH, including without limitation, maintenance, management, operation, repair, and replacement (including funding reserves), for the Shared Facilities or the Shared Utility Facilities shall be referred herein as the ‘Shared Maintenance Costs.’ TCLH shall bill and TSV shall pay the Shared Maintenance Costs based on the allocations more particularly described in this Section 4....

(a) Prior to Completion of Construction on Chateau Resort. For Thirty-Six (36) months after close of escrow..., TSV shall be responsible for funding one hundred percent (100%) of the Shared Maintenance Costs, including, without limitation, building utilities, snow melt systems, snow removal, custodian and other outsourced maintenance expenses, but excluding any expenses related to the maintenance of the Chateau Parking Area.

(b) Completion of Construction of Chateau Resort. Thirty-Six (36) months after the Close of Escrow, the allocation of Shared Maintenance Costs shall be determined by ratio of the square footage of the Chateau Retail improvements relative to the total square footage of all approved structures within the Chateau Resort per TRPA permit dated May 23, 2007, provided that Buyer’s total square footage shall be based upon the final design approved by TRPA.

(Mendez Decl., Ex. A at ¶ 4, subds. (a)–(b).)

Imperium Blue declares that, to date, Tahoe Chateau has not paid any Shared Maintenance Costs. (Mendez Decl., ¶¶ 14–17.)

On April 22, 2026, a representative of Tahoe Chateau informed Imperium Blue that Tahoe Chateau intends to tap the main gas line to serve the condominium project. (Lowe Decl., ¶ 8.) Tahoe Chateau and its contractor, Propriis, both claim that tie-in to the main gas line is required for the current phase of construction. (Tahoe Chateau Opp. at 4:19–21; Chan Decl., ¶ 4.) Additionally, Propriis declares that, “[i]n conjunction with the gas line tie-in, a submeter will be installed under Tahoe Chateau’s name with respect to the gas to be supplied to the 16 residential units.” (Chan Decl., ¶ 6.)

The main gas line is the sole gas line serving the mixed-use complex. (Lowe Decl., ¶ 6.) The utility account for the main gas line is in Imperium Blue’s name only. (Mendez Decl., ¶ 12; Lowe Decl., ¶ 6.) Imperium Blue leases space at Chateau Retail to commercial tenants, including restaurants that operate open-flame cooking equipment connected to the main gas line. (Mendez Decl., ¶ 12; Lowe Decl., ¶ 5.)

## 2. Legal Principles

“As its name suggests, a preliminary injunction is an order that is sought by a plaintiff prior to a full adjudication of the merits of its claim. [Citation.]” (*White v. Davis* (2003) 30 Cal.3d 528, 554.) The purpose of such an order is to preserve the status quo pending a determination on the merits of the action. (*Id.*, at p. 553; *Continental Baking Co. v. Katz* (1968) 68 Cal.2d 512, 528.)

Code of Civil Procedure section 526 provides for an injunction in the following cases: “(1) When it appears by the complaint that the plaintiff is entitled to the relief demanded, and such relief, or any part thereof, consists in restraining the commission or continuance of the act complained of, either for a limited period or perpetually. [¶] (2) When it appears by the complaint or affidavits that the commission or continuance of some act during the litigation would produce waste, or great or irreparable injury, to a party to the action. [¶] (3) When it appears, during the litigation,

that a party to the action is doing, or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the rights of another party to the action respecting the subject of the action, and tending to render the judgment ineffectual. [¶] (4) When pecuniary compensation would not afford adequate relief. [¶] (5) Where it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief. [¶] (6) Where the restraint is necessary to prevent a multiplicity of judicial proceedings. [¶] (7) Where the obligation arises from a trust.” (*Id.*, subd. (a).)

A ruling on an application for a preliminary injunction is not an adjudication of the ultimate rights in the controversy. It merely represents the trial court’s discretionary decision whether the defendant should be restrained from exercising a claimed right pending trial. (*Cohen v. Bd. of Supervisors* (1985) 40 Cal.3d 277, 286.) “In deciding whether to issue a preliminary injunction, a trial court must evaluate two interrelated factors: (i) the likelihood that the party seeking the injunction will ultimately prevail on the merits of [their] claim, and (ii) the balance of the harm presented, i.e., the comparative consequences of the issuance and nonissuance of the injunction.” (*Common Cause v. Bd. of Supervisors* (1989) 49 Cal.3d 432, 441–442 [fn. omitted].) “The trial court’s determination must be guided by a ‘mix’ of the potential-merit and interim-harm factors; the greater the plaintiff’s showing on one, the less must be shown on the other to support an injunction. [Citation.]” (*Butt v. State of Cal.* (1992) 4 Cal.4th 668, 678.) However, “[a] trial court may not grant a preliminary injunction, regardless of the balance of interim harm, unless there is some possibility that the plaintiff would ultimately prevail on the merits of the claim.” (*Ibid.*)

### **3. Discussion**

Imperium Blue’s third amended complaint (“TAC”), filed February 23, 2024, asserts causes of action against Tahoe Chateau for (1) Breach of Contract (M&E Agreement);

(2) Breach of Contract (Parking Agreement); (3) Contractual Indemnity; (4) Negligence; (5) Nuisance; and (6) Declaratory Relief.<sup>1</sup>

Imperium Blue claims that, if Tahoe Chateau “is permitted to tie its new sixteen-unit residential condominium gas service into the Chateau Retail Gas Line before the court can adjudicate the parties’ rights: (a) the account for the gas line will remain in Imperium Blue’s name, and Imperium Blue will bear continuing utility-account responsibility for expanded residential load that it neither controls nor agreed to carry; (b) Imperium Blue’s insurance exposure will increase on a system that is carried in Imperium Blue’s name; and (c) Imperium Blue’s retail tenants will be exposed to increased operational and service-disruption risk on a gas system that was not designed or sized for combined retail and residential load without segregation.” (Mendez Decl., ¶ 19.)

Even assuming, *arguendo*, that Imperium Blue will likely succeed on the merits, the court finds it has not established that it will suffer irreparable harm if the preliminary injunction is not issued. Moreover, the balance of interim harms weighs in Tahoe Chateau’s favor.

First, Imperium Blue’s claim that Tahoe Chateau will not pay its share of the gas costs based on its history of not paying its alleged Shared Maintenance Costs is speculative. Tahoe Chateau disputes that it has incurred Shared Maintenance Costs, and further, Tahoe Chateau declares that, in conjunction with the tie-in to the main gas line, a submeter will be installed under Tahoe Chateau’s name with respect to the gas to be supplied to the 16 residential units. And, any damages with respect to Tahoe Chateau’s

---

<sup>1</sup> Tahoe Chateau and Propriis both demurred to the First (breach of contract), Second (breach of contract), and Fourth (equitable indemnity) causes of action in the TAC. At the hearing on May 31, 2024, the court sustained the demurrer to the Fourth cause of action without leave to amend, and took the remaining issues under submission. On June 20, 2024, the court issued a written ruling overruling the demurrer to the First and Second causes of action.

non-payment would be monetary only. The same is true for any additional insurance exposure.

Tahoe Chateau and Propriis both declare that the tie-in to the main gas line is required for the current phase of construction. Plus, the M&E Agreement provides Tahoe Chateau an easement to use the natural gas system serving the property. (Mendez Decl., Ex. A at ¶ 1, subd. (g).)

Imperium Blue's claim that its retail tenants will be exposed to increased operational and service-disruption risk on a gas system that was not designed or sized for combined retail and residential load without segregation is conclusory and not supported by evidence with proper foundation.

The court concludes that the balancing of interim harms weighs significantly in Tahoe Chateau's favor. The request for preliminary injunction is denied.

**TENTATIVE RULING # 3: THE REQUEST FOR PRELIMINARY INJUNCTION 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.**