1. KAAI v. EMERALD CASCADE RESTAURANT SYSTEMS INC., 23CV1995

Final Accounting Hearing

The settlement administrator declares that all settlement funds have been distributed pursuant to the terms of the settlement agreement.

TENTATIVE RULING # 1: NO APPEARANCE IS REQUIRED. PLAINTIFF IS DIRECTED TO SUBMIT A PROPOSED FINAL JUDGMENT FOR THE COURT'S SIGNATURE.

2. PEOPLE v. $12,029.00 UNITED STATES CURRENCY, 26CV1564

Petition for Civil Asset Forfeiture

On July 8, 2026, the People filed a Health and Safety Code section 11488.4, subdivision (a) petition for civil forfeiture against $12,029.00 in United States Currency. There are two claimants who oppose forfeiture: (1) Ernesto Cabrera-Estrada, who claims a partial interest of $8,500.00; and (2) Yasmin Quintero, who claims a partial interest of $3,529.00.

Under California state law, where, as here, forfeiture is contested, a judgment of forfeiture requires as a precondition that a defendant be convicted in an underlying or related criminal action of one of the offenses specified in Health and Safety Code section 11470, subdivisions (e) or (f), which offense occurred within five years before the seizure or the notification of intention to seek forfeiture.

On September 28, 2026, claimant Cabrera-Estrada pleaded no contest in Case Number 26CR0792C to Penal Code section 182, as well as Health and Safety Code sections 11351 and 11352, all of which are enumerated offenses under Health and Safety Code section 11470, subdivision (f).[1] Claimant Quintero is not a defendant in any related criminal action.

TENTATIVE RULING # 2: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, NOVEMBER 13, 2026, IN DEPARTMENT FOUR, AT WHICH TIME, THE COURT INTENDS TO SET A JURY TRIAL ON THE CONTESTED FORFEITURE (HEALTH & SAF. CODE, § 11488.5, SUBD. (c)(2)), ALONG WITH A MANDATORY SETTLEMENT CONFERENCE, ISSUES CONFERENCE, AND READINESS CONFERENCE. IF THE PEOPLE ARE WITHDRAWING THEIR PETITION IN LIGHT OF THE PLEA AGREEMENT, THE PEOPLE ARE

[1] Item 2(h) of claimant Cabrera-Estrada's plea form in Case Number 26CR0792C indicates he forfeits all items except cash and cell phones.

TO NOTIFY THE COURT PRIOR TO THE HEARING AND APPEARANCES WILL NOT BE REQUIRED.

If an eligible party wishes to appear remotely, instructions for remote appearance can be found on the Court's website at: https://www.eldorado.courts.ca.gov/online-services/remote-appearances.

3. THE POTOSKY LIVING TRUST v. BELFORD HOMEOWNERS ASSN., ET AL., 25CV0792

Motion for Stay of Proceedings

On September 18, 2026, defendants Belford Estates Homeowners Association and Rick Locarnini (collectively, "defendants") filed an ex parte application for order confirming automatic stay under Code of Civil Procedure section 916; alternatively, defendants requested a stay of proceedings and order shortening time.

At the hearing on September 22, 2026, the court granted defendants' ex parte application in part. The court stayed discovery pending a regularly noticed motion for stay. The court set a hearing on such motion for November 13, 2026.

On October 19, 2026, defendants filed a notice of motion to confirm that "merits proceedings in this action are stayed under Code of Civil Procedure section 916 while the appeal in *The Potosky Revocable Living Trust v. The Belford Estates Homeowners Association*, Third District Court of Appeal Case No. C105790, remains pending. In the alternative, Defendants request that the Court stay all merits proceedings and discovery under Code of Civil Procedure section 128 subd.(a)(3) and the Court's inherent authority until final resolution of the appeal and issuance of the remittitur, or further order of this Court." (Not. of Mtn. at 2:6–12.)

On October 29, 2026, plaintiff The Potosky Living Trust ("plaintiff") filed a timely opposition. On November 5, 2026, defendants filed a timely reply.

1. Background

On April 17, 2025, the parties reached a settlement in Case Number 21CV0356. One express term of the settlement agreement was plaintiff would dismiss Case Number 25CV0792 with prejudice.

On December 19, 2025, the court in Case Number 21CV0356 granted defendants' motion to enforce the settlement agreement.

On January 14, 2025, plaintiff filed in Case Number 21CV0356 a motion to rescind and set aside the settlement agreement. On February 6, 2026, the court took the matter

under submission. On February 18, 2026, the court denied plaintiff's motion to rescind the settlement. On February 17, 2026 (the day before the court issued its ruling on plaintiff's motion), plaintiff filed a notice of appeal from the "Judgment of dismissal entered in this matter on December 19, 2025."

Said appeal is currently pending in the Third District Court of Appeal.

"Plaintiff does not dispute that the April 17, 2025 settlement transcript included a proposed dismissal of Case No. 25CV0792, or that the superior court later enforced the settlement. Plaintiff does dispute the enforceability of that settlement and has sought appellate review." (Opp. at 2:6–8.) "Plaintiff acknowledges that adjudicating this action [Case No. 25CV0792] to final judgment before the appeal is resolved could create a genuine conflict if the settlement is affirmed." (Opp. at 2:14–15.)

2. Request for Judicial Notice

The court need not take judicial notice of defendants' requested materials to determine the instant motion. Defendants' supporting declaration submitted September 18, 2026, is sufficient. Therefore, the court denies the requests. (See *Jordache Enterprises*, *Inc. v. Brobeck*, *Phleger & Harrison* (1998) 18 Cal.4th 739, 748, fn. 6.)

3. Discussion

With exceptions inapplicable here, "the perfecting of an appeal stays proceedings in the trial court upon the judgment or order appealed from or upon the matters embraced therein or affected thereby, including enforcement of the judgment or order, but the trial court may proceed upon any other matter embraced in the action and not affected by the judgment or order." (Code Civ. Proc., § 916, subd. (a).)

The court finds that a mandatory stay of proceedings in the instant case (Case No. 25CV0792) is required under Code of Civil Procedure section 916, subdivision (a) because, as plaintiff acknowledges, the issue of whether the instant case must be dismissed is an issue embraced by the pending appeal in Case Number 21CV0792.

Even if a mandatory stay of proceedings were not required, this court would exercise its discretion to issue a stay of proceedings pursuant to the court's inherent authority under Code of Civil Procedure section 128, subdivision (a)(3).[2]

TENTATIVE RULING # 3: DEFENDANTS' MOTION IS GRANTED. THE INSTANT CASE IS HEREBY STAYED PENDING THE OUTCOME OF THE APPEAL IN CASE NUMBER 21CV0356. 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.

If a party previously registered to appear remotely for the hearing but does not request oral argument and does not intend to appear at the hearing, the party **must** cancel their remote appearance registration through the online self-registration platform. The Court cannot cancel a remote appearance on behalf of a party. If a party fails to cancel their remote appearance registration in accordance with the Court's remote appearance procedures, the party will not be issued a refund. To cancel a remote appearance registration, please visit the self-registration platform at: https://register.eldorado.courtroom.tech/login.

If a party submits a request for oral argument in compliance with Local Rules and wishes to appear remotely for oral argument, instructions for remote appearances can be

[2] Code of Civil Procedure section 128 provides: "Every court shall have the power to do all of the following: … [¶] To provide for the orderly conduct of proceedings before it, or its officers." (Code Civ. Proc., § 128, subd. (a)(3).)

found on the Court's website: https://www.eldorado.courts.ca.gov/online-services/remote-appearances.

4. ROFF v. CENLAR CAPITAL CORP., 24CV0450

Defendant's Motion for Summary Judgment

This is an action for wrongful foreclosure and other claims.

On August 10, 2026, pursuant to Code of Civil Procedure section 437c, defendant Cenlar FSB (erroneously sued as "Cenlar Capital Corporation," hereinafter referred to as "defendant") filed a motion for summary judgment, or alternatively, motion for summary adjudication.

Plaintiff filed no opposition.[3]

1. Request for Judicial Notice

Pursuant to Evidence Code section 452, subdivisions (c) and (d), the court grants defendant's unopposed request for judicial notice of Exhibits A through G, which include recorded documents and this court's July 11, 2025, order granting defendant's motion to deem matters admitted.

2. Legal Principles

A defendant moving for summary judgment bears the burden of persuasion that one or more elements of the cause of action at issue cannot be established, or that there is a complete defense to the cause of action. (*Aguilar v. Atl. Richfield Co.* (2001) 25 Cal.4th 826, 850.) The moving party bears the initial burden of making a prima facie showing of the nonexistence of a triable issue of material fact, and only if the moving party carries the initial burden does the burden shift to the opposing party to produce a prima facie showing of the existence of a triable issue of material fact. (*Ibid.*)

[3] On April 28, 2025, plaintiff filed a substitution of attorney, indicating that his attorney was substituting out and he was now self-represented. Plaintiff stated his address of record is 3495 Ralph Drive, South Lake Tahoe, CA 96150. Subsequently, in August 2025 and July 2026, the court mailed minute orders to plaintiff, both of which were returned as undeliverable. To date, plaintiff has not provided any other mailing address and has not appeared for court hearings or otherwise participated in this litigation.

"The court focuses on issue finding; it does not resolve issues of fact. The court seeks to find contradictions in the evidence, or inferences reasonably deducible from the evidence, which raise a triable issue of material fact." (*Raven H. v. Gamette* (2007) 157 Cal.App.4th 1017, 1024.) The evidence of the moving party is strictly construed, and the evidence of the opposing party liberally construed. Doubts as to the propriety of granting the motion must be resolved in favor of the party opposing the motion. (*Stationers Corp. v. Dun & Bradstreet, Inc.* (1965) 62 Cal.2d 412, 417.)

3. Discussion

3.1. First C/A for Wrongful Foreclosure

The elements of a wrongful foreclosure 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. 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.)

In this case, defendant's undisputed material facts show no foreclosure occurred. On August 12, 2024, defendant rescinded the Notice of Default, cancelling the foreclosure entirely. (UMF No. 3.) Also in August 2024, plaintiff sold the property to a third party and paid defendant the subject loan in full. (UMF No. 13.) Accordingly, the court finds that defendant has met its initial burden of establishing it is entitled to judgment as a matter of law as to this cause of action. In turn, because plaintiff did not oppose the motion or submit any evidence or evidentiary objections in opposition, he has failed to demonstrate there are triable issues of material fact.

The court grants defendant's motion as to the first cause of action for wrongful foreclosure.

3.2. Second C/A for Negligent Misrepresentation

The elements of negligent misrepresentation are (1) the defendant made a false representation as to a past or existing material fact; (2) the defendant made the representation without reasonable ground for believing it to be true; (3) in making the representation, the defendant intended to deceive the plaintiff; (4) the plaintiff justifiably relied on the representation; and (5) the plaintiff suffered resulting damages. (*West v. JPMorgan Chase Bank*, *N.A.* (2013) 214 Cal.App.4th 780, 792.)

Plaintiff's complaint alleges defendant made representations to plaintiff in 2022 that "it would enter into a forbearance plan which: 1) deferred all the missed payments to the back end of PLAINTIFF'S loan, and 2) payments could be resumed when the hardship had ended." (Compl., ¶ 28.) The representations were allegedly not true, "as on July 10, 2023 DEFENDANT recorded a Notice of Default (NOD) demanding arrears of $28,709.60 which had accrued during the forbearance plan." (Compl., ¶¶ 13, 31.)

Defendant's separate statement of undisputed material facts shows that the forbearance plan temporarily suspended regular payments under the loan, but did not forgive the monthly loan payments. (UMF No. 5.) Therefore, there was no false representation. Accordingly, the court finds that defendant has met its initial burden of establishing it is entitled to judgment as a matter of law as to this cause of action. In turn, because plaintiff did not oppose the motion or submit any evidence or evidentiary objections in opposition, he has failed to demonstrate there are triable issues of material fact.

The court grants defendant's motion as to the second cause of action for negligent misrepresentation.

3.3. Third C/A for Statutory and Regulatory Violations

The third cause of action in the complaint alleges defendant violated the following statutes: (1) 12 C.F.R. § 1026.41, subdivision (b)(2);[4] (2) 12 C.F.R. § 1024.38, subdivision (b); (3) 12 C.F.R. § 1024.41, subdivision (d); (4) Civil Code section 2924; and (5) 22 U.S.C. § 5536, subdivision (a)(1)(B).[5]

Each of the federal regulations cited above is triggered by a mortgage service provided receiving a complete loss mitigation application. Defendant's undisputed material facts show plaintiff did not submit any complete loan modification after the forbearance plan expired on April 5, 2023.

Plaintiff alleges defendant violated Civil Code section 2924 because it based its foreclosure on a false amount of arrears stated in the recorded notice of deposition. (Compl., ¶ 39.) However, the undisputed material facts show that the arrears amount was not false. (UMF Nos. 5, 6.) Accordingly, the court finds that defendant has met its initial burden of establishing it is entitled to judgment as a matter of law as to this cause of action. In turn, because plaintiff did not oppose the motion or submit any evidence or evidentiary objections in opposition, he has failed to demonstrate there are triable issues of material fact.

The court grants defendant's motion as to the third cause of action for statutory and regulatory violations.

3.4. Fourth C/A for Negligence

"Actionable negligence involves a legal duty to use due care, a breach of such legal duty, and the breach as the proximate or legal cause of the resulting injury." (*United States Liab. Ins. Co. v. Haidinger-Hayes*, *Inc.* (1970) 1 Cal.3d 586, 594.) "It is axiomatic

[4] Section 1026.41 does not contain subdivision (b)(2). It appears plaintiff intended to cite Section 1024.41, subdivision (b)(2).

[5] Title 22 ("Foreign Relations and Intercourse") of the United States Code does not contain a section numbered 5536. It appears plaintiff intended to cite 12 U.S.C. § 5536, subdivision (a)(1)(B).

that liability for negligence in any scenario must be premised on a duty of care, and '[t]he existence and scope of a defendant's duty is an issue of law to be decided by the court.' [Citation.]" (*Lynch v. Peter & Associates etc.* (2024) 104 Cal.App.5th 1181, 1189.)

Plaintiff's complaint asserts that defendant's alleged statutory violations constitute "a want of care and/or a departure from ordinary standards of conduct, and constitutes Negligence." (Compl., ¶ 43.) Plaintiff alleges he suffered damages for increased arrears, loss of his ability to obtain credit, damage to his credit score, out of pocket expenses, and legal and attorneys' fees to bring and maintain the instant lawsuit." (Compl., ¶ 44.)

Defendant's undisputed material facts, however, show plaintiff suffered no monetary damages as a result of defendant's actions. (UMF No. 14.) The forbearance plan temporarily suspended regular payments under the loan but did not forgive the monthly loan payments. (UMF No. 5.) After the forbearance plan expired, plaintiff did not submit a complete loan modification application. (UMF No. 9.) In August 2024, plaintiff sold the subject property and paid off the loan in full. (UMF No. 13.)

Accordingly, the court finds that defendant has met its initial burden of establishing it is entitled to judgment as a matter of law as to this cause of action. In turn, because plaintiff did not oppose the motion or submit any evidence or evidentiary objections in opposition, he has failed to demonstrate there are triable issues of material fact.

The court grants defendant's motion as to the fourth cause of action for negligence.

3.5. Fifth C/A for Unfair Business Practices

The Unfair Competition Law ("UCL") prohibits "any unlawful, unfair or fraudulent business act or practice." (Bus & Prof. Code, § 17200.) Plaintiff's complaint alleges, "[t]he unfair practice of DEFENDANT is that of neglecting to maintain accurate loan account records, claiming false arrears are due, recording a false NOD, and concealing the true status of the loan, and true reason for denying a deferment." (Compl., ¶ 49.)

Defendant's undisputed material facts, however, negate plaintiff's allegations. Accordingly, the court finds that defendant has met its initial burden of establishing it is

entitled to judgment as a matter of law as to this cause of action. In turn, because plaintiff did not oppose the motion or submit any evidence or evidentiary objections in opposition, he has failed to demonstrate there are triable issues of material fact.

The court grants defendant's motion as to the fifth cause of action under the UCL.

TENTATIVE RULING # 4: DEFENDANT'S MOTION FOR SUMMARY JUDGMENT 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.

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5. HAGOBIAN v. DEAR, ET AL., 26CV1988

Petition to Vacate Arbitration Award

On July 17, 2026, pursuant to Code of Civil Procedure section 1285, petitioner Victoria Hagobian ("petitioner") filed a timely[6] petition to vacate the arbitration award entered April 10, 2026, on the grounds that the arbitrator exceeded her authority and the award cannot be fairly corrected.

A hearing on the matter was originally set for September 11, 2026. Also on September 11, 2026, prior to the hearing, petitioner's attorney submitted a supplemental declaration seeking relief under Code of Civil Procedure section 473, subdivision (b). Counsel claims she inadvertently failed to personally serve the petition upon respondents Timothy Austin Dear and Brian O'Neal Orr (collectively, "respondents"); instead, counsel served the attorney who represented respondents during arbitration. The court notes that petitioner has submitted no proof of service upon the respondent's former attorney.

At the September 11 hearing, the court continued the matter.

On November 6, 2026, petitioner submitted proof of personal service of the petition upon respondent Brian O'Neal Orr only, showing personal service was completed on October 30, 2026. However, this is untimely because it only provides nine court days' notice. (Code Civ. Proc., § 1005, subd. (b) [requiring 16 court days' notice].)

To date, there is no proof of personal service of the petition upon respondent Timothy Austin Dear in the court's file.

TENTATIVE RULING # 5: DUE TO THE LACK OF TIMELY SERVICE, MATTER IS DROPPED FROM THE CALENDAR. (TENTATIVE RULING CONTINUED ON NEXT PAGE.)

[6] A petition to vacate an award must be served and filed not later than 100 days after the date of the service of a signed copy of the award on the petitioner. (Code Civ. Proc., § 1288.) Here, the arbitration award was issued on April 10, 2026. July 20, 2026, is 100 days after April 10, 2026. It is unclear to the court what date the award was served.

If a party previously registered to appear remotely for the hearing but does not request oral argument and does not intend to appear at the hearing, the party **must** cancel their remote appearance registration through the online self-registration platform. The Court will not cancel a remote appearance on behalf of a party. If a party fails to cancel their remote appearance registration in accordance with the Court's remote appearance procedures, the party will not be issued a refund. To cancel a remote appearance registration, please visit the self-registration platform at: https://register.eldorado.courtroom.tech/login.

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