1. CREDITORS ADJUSTMENT BUREAU v. GRUPE, 22CV1619

Plaintiff's Motion for Summary Adjudication

This matter was originally set for hearing on October 23, 2026. On October 22, 2026, the court issued its tentative ruling (copied below) denying the motion. Pursuant to Local Court Rule 7.10.05, plaintiff submitted to the court a timely notice of intent to appear for oral argument. Prior to the October 23 hearing, however, plaintiff's counsel requested a continuance, indicating he had been unaware of the court's remote appearance requirements. The court continued the matter to November 6, 2026. The court did not request and did not authorize any additional briefing by any party.

On November 2, 2026, plaintiff submitted an amended separate statement of undisputed material facts, along with a supporting declaration from plaintiff's counsel. Because these are unauthorized filings, the court does not consider them.

Prior to or at the November 6, 2026, hearing, plaintiff shall file proof of timely service upon defendant of plaintiff's October 22, 2026, notice of intent to appear for oral argument. If no proof of service is timely filed, the court will not receive oral argument and instead will adopt its tentative ruling as the final order of the court.

Tentative Ruling Issued October 22, 2026:

On June 29, 2026, pursuant to Code of Civil Procedure section 437c, plaintiff Creditors Adjustment Bureau, Inc. ("plaintiff") filed the instant motion for summary adjudication as to plaintiff's first cause of action for breach of contract against defendant Adam Emile Grupe a/k/a Adam E. Grupe a/k/a Adam Pearsall d/b/a E A L Electric ("defendant").

Defendant filed no opposition.

1. Preliminary Matter

Plaintiff commenced this action on November 3, 2022, as a limited civil action, alleging a total amount of $7,258.22 in controversy. (See Compl., ¶ 2.) In the instant

motion, however, plaintiff alleges that in October 2024 it sent defendant revised statements and invoices which show a final balance of only $2,669.37. (Mtn. at 3:17–23, citing Iwahashi Decl., ¶ 12 & Exs. 16, 17.)

Although the amount in controversy is presently less than $6,500 (the maximum jurisdictional limit of the small claims court for a corporate plaintiff), the court does not have authority to transfer the case to small claims court because this is not a situation where the superior court lacks jurisdiction over the amount at issue. (*Rosenberg v. Superior Court* (1998) 67 Cal.App.4th 860, 866–869; Code Civ. Proc., § 396, subd. (b).)

Nonetheless, the court notes there are potential consequences under Code of Civil Procedure section 1033, subdivision (b) where a prevailing plaintiff in a limited civil case recovers less than the amount prescribed by law as the maximum limitation upon the jurisdiction of the small claims court.

2. Background

On July 10, 2020, defendant[1] requested SCIF provide a quote on an employer's liability policy by submitting an application to SCIF memorialized in a document entitled, "Submission Summary." (Iwahashi Decl., Ex. 1.) Said document contemplates a proposed policy period of July 10, 2020, to July 10, 2021. (Iwahashi Decl., Ex. 1 at p. 3.)

On July 15, 2020, SCIF sent defendant a quote that contemplates a proposed policy period of July 16, 2020, at 12:01 a.m. to July 16, 2021, at 12:01 a.m. (Iwahashi Decl., ¶ 5 & Ex. 2.)

On July 22, 2020, SCIF sent defendant Policy Number 9280182-20 (the "2020 Policy"). (Iwahashi Decl., ¶ 6 & Ex. 3.) The declarations page for the 2020 Policy states the insurance coverage is effective from July 16, 2020, to July 16, 2021, and "shall automatically renew each 7-16 until cancelled." (Iwahashi Decl., Ex. 3.)

[1] Based on the information contained in plaintiff's exhibits in support of the instant motion, the court is satisfied that plaintiff has met its initial burden of establishing that defendant Adam Grupe was "doing business as" "E A L Electric."

On August 2, 2021,[2] "SCIF sent defendant a proposed quote for the 2021 policy period based on the information provided by the insured during the prior policy period." (Iwahashi Decl., ¶ 7.) SCIF's quote issued August 2, 2021, contemplates a proposed coverage period of July 16, 2021, at 12:01 a.m. to July 16, 2022, at 12:01 a.m. (Iwahashi Decl., Ex. 4.) Mr. Iwahashi, Senior Credit and Collections Analyst for SCIF, declares, "When SCIF received no objection from defendant, or written notice of cancellation pursuant to the cancellation terms set forth in Part Six, Section D of the Workers' Compensation and Employer's Liability Policy, on July 16, 2021, after the 2020 policy ran its course, the policy renewed to become the 2021 policy with policy no. 9280182-21." (Iwahashi Decl., ¶ 8.)

On August 5, 2021, SCIF sent defendant Policy Number 9280182-21 (the "2021 Policy"), effective July 16, 2021, to July 16, 2022. (Iwahashi Decl., Ex. 4.)

Mr. Iwahashi declares defendant paid nothing towards the premiums on either the 2020 Policy or the 2021 Policy. (UMF Nos. 11, 14; Iwahashi Decl., ¶ 12.)

3. Legal Principles

A plaintiff moving for summary judgment bears the burden to produce admissible evidence on each element of a "cause of action" entitling him to judgment. (Code Civ. Proc., § 437c, subd. (p)(1); see *Hunter v. Pacific Mechanical Corp.* (1995) 37 Cal.App.4th 1282, 1287 [disapproved on other grounds by *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826].) This means that plaintiff, who bears the burden of proof at trial by a preponderance of evidence, must produce evidence that would require a reasonable trier of fact to find any underlying material fact more likely true than not. (*Aguilar*, *supra*, at p. 851.) "[O]therwise, he would not be entitled to judgment as a *matter of law*." (*Ibid.* [emphasis in original]; *LLP Mortgage v. Bizar* (2005) 126 Cal.App.4th 773, 776

[2] Mr. Iwahashi's declaration indicates that August 2, 2021, was "[p]rior to the termination of the 2020 policy." (Iwahashi Decl., ¶ 7.) However, that statement conflicts with the evidence attached to Mr. Iwahashi's declaration, specifically, that the 2020 policy was effective until July 16, 2021. (See, Iwahashi Decl., Ex. 3.)

[burden is on plaintiff to persuade court there is no triable issue of material fact].) At that point, the burden shifts to the defendant "to show that a triable issue of one or more material facts exists as to that cause of action or a defense thereto." (Code Civ. Proc., § 437c, subd. (p)(1).)

4. Discussion

The elements of a breach of contract claim are: (1) existence of a contract; (2) plaintiff's performance or excuse for nonperformance; (3) defendant's breach; and (4) the resulting damages to the plaintiff. (*Oasis West Realty*, *LLC v. Goldman* (2011) 51 Cal.4th 811, 821.)

In this case, the alleged agreement is a written insurance agreement entered into by defendant and SCIF. (See Compl., ¶ 11.) Thereafter, on October 5, 2022, SCIF assigned its rights under the agreement to plaintiff. (UMF No. 10; see Com. Code, § 2210.) Plaintiff alleges defendant breached the contract by failing to pay the insurance premiums. (Compl., ¶¶ 14, 15.)

The first issue is whether plaintiff has met its initial burden of establishing the presence of a valid underlying agreement between defendant and SCIF. Every contract requires mutual consent. (*Donovan v. RRL Corp.* (2001) 26 Cal.4th 261, 270–271; Civ. Code, §§ 1550, 1565; *Monster Energy Co. v. Schechter* (2019) 7 Cal.5th 781, 789.) "Mutual assent usually is manifested by an offer communicated to the offeree and an acceptance communicated to the offeror. [Citation.]" (*Donovan*, *supra*, at pp. 270–271.) However, consent may be manifested by a party's actions. (*Id.* at p. 271; see Civ. Code, §§ 1589, 1621.) " ' "The existence of mutual consent is determined by objective rather than subjective criteria, the test being what the outward manifestations of consent would lead a reasonable person to believe. [Citation.] Accordingly, the primary focus in determining the existence of mutual consent is upon the acts of the parties involved." ' [Citations.]" (*Monster Energy Co.*, *supra*, at p. 789.)

Here, plaintiff's undisputed material facts show that, on July 10, 2020, defendant requested SCIF provide a quote on a workers' compensation insurance policy. (UMF No. 2.) On July 15, 2020, SCIF mailed defendant a quote. (UMF No. 3.) On July 22, 2020, SCIF mailed defendant Policy Number 9280182-20. Just over a year later, on August 2, 2021, SCIF mailed defendant a renewal quote. (UMF No. 5.) On August 5, 2021, SCIF mailed defendant Policy Number 9280182-20. (UMF No. 6.) Defendant paid nothing towards the outstanding premiums. (UMF Nos. 11, 14.)

These facts fail to establish that defendant mutually consented to the insurance agreement. Defendant's request for a quote merely constitutes a solicitation for an offer. (*Eddy v. Sharp* (1988) 199 Cal.App.3d 858.) SCIF's act of providing a quote to defendant constitutes an offer. (See *Eddy*, *supra*, 199 Cal.App.3d at p. 867.) However, plaintiff has presented no evidence of defendant's acceptance of such offer. Plaintiff's motion does not include any evidence of defendant's conduct between SCIF issuing its quote on July 15, 2020, and SCIF issuing defendant the 2020 Policy on July 22, 2020. There is also no copy of the insurance agreement and no evidence of the material terms of said agreement.

Because plaintiff has failed to meet its initial burden, the court must deny the motion for summary adjudication.

TENTATIVE RULING # 1: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, NOVEMBER 6, 2026, IN DEPARTMENT FOUR FOR ORAL ARGUMENT ON PLAINTIFF'S MOTION FOR SUMMARY ADJUDICATION, AS REQUESTED BY PLAINTIFF ON OCTOBER 22, 2026, IN RESPONSE TO THE COURT'S TENTATIVE RULING ISSUED THAT DAY. PRIOR TO OR AT THE NOVEMBER 6, 2026, HEARING, PLAINTIFF SHALL FILE PROOF OF TIMELY SERVICE OF HIS OCTOBER 22, 2026, NOTICE OF INTENT TO APPEAR UPON DEFENDANT. IF NO PROOF OF SERVICE IS TIMELY FILED, THE COURT WILL NOT

RECEIVE ORAL ARGUMENT AND INSTEAD WILL ADOPT ITS TENTATIVE RULING AS THE FINAL ORDER OF THE COURT.

2. SEDANO, ET AL. v. MAND, 23CV0691

Final Compliance Hearing

TENTATIVE RULING # 2: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, NOVEMBER 6, 2026, IN DEPARTMENT FOUR.

3. STEPHENS v. LAUB LAW PLCC, ET AL., 25CV1050

(A) Plaintiff's Motion to Enforce Court Order Issued August 14, 2026

(B) Plaintiff's Motion to Compel (Defendant Joe Laub)

(C) Plaintiff's Motion to Compel (Defendant Law Firm of Laub & Laub)

Plaintiff's Motion to Enforce

On September 14, 2026, plaintiff filed a motion to compel enforcement of the court's August 14, 2026, order requiring defendant Law Firm of Laub & Laub ("defendant") to file and serve a notice of misnomer no later than September 4, 2026. Plaintiff's motion also seeks an "appropriate monetary sanction" against defendant pursuant to Code of Civil Procedure section 177.5 for violation of a lawful court order without good cause or substantial justification.

Defendant filed no opposition to the motion. However, on November 2, 2026, defendant filed a "Declaration of Joe Laub Re Business Entity Name and Status,"[3] which states that the information ordered to be submitted by the court "requires confirmation from the firm's accountant which, due to summer vacation schedules, has been difficult to obtain."

Upon information and belief, defendant states it "operates as a Nevada domestic professional corporation formed in 2002, for which Joe Laub is an active officer, last updated and/or renewed in August 2026, and under the office's Reno address." The declaration does not specifically state the name of the Nevada corporation.[4] However,

[3] The declaration is not a competent declaration because it is not signed under penalty of perjury, as required under Code of Civil Procedure section 2015.5. Therefore, the court does not accept it as evidence of defendant's name or corporate legal status. (*Safieddine v. MBC FZ, LLC* (2024) 103 Cal.App.5th 1086, 1094, fn. 9.)

[4] On November 4, 2026, the court reviewed the websites of both the California and Nevada Secretary of State offices. (Evid. Code, § 452, subds. (c), (h).) The name of defendant's California corporation is "Law Firm of Laub & Laub, a Professional Corporation" (CA Entity No. 2642007). It is an out-of-state stock corporation from Nevada with an initial filing date in California of February 11, 2004. The current corporate status is forfeited with a notation, "FTB Forfeited;" "FTB" is the acronym for

based on the court's review of the Nevada Secretary of State's website, it appears that the name of the Nevada corporation is "Law Firm of Laub & Laub" (Entity No. C22911-2002).

Also upon information and belief, defendant states "the Law Firm of Laub & Laub was established as a California Corporation in 2004. This stock corporation entity was forfeited on or before 2014. Prior to and since that time, Joe Laub has operated as a sole proprietor and dba Law Firm of LAUB & LAUB in California."

In this case, the court finds defendant violated the court's August 14, 2026, order to submit a notice of misnomer no later than September 4, 2026. It currently appears that a notice of misnomer may not be applicable. The court hereby orders defendant to submit a declaration, signed under penalty of perjury, no later than December 7, 2026, which clearly identifies defendant's legal name and corporate status.

With respect to plaintiff's request for sanctions, Code of Civil Procedure section 177.5 provides: "A judicial officer shall have the power to impose reasonable money sanctions, not to exceed fifteen hundred dollars ($1,500), notwithstanding any other provision of law, payable to the court, for any violation of a lawful court order by a person, done without good cause or substantial justification. This power shall not apply to advocacy of counsel before the court. For the purposes of this section, the term 'person' includes a witness, a party, a party's attorney, or both. [¶] Sanctions pursuant to this section shall not be imposed except on notice contained in a party's moving or responding papers; or on the court's own motion, after notice and opportunity to be heard. An order imposing sanctions shall be in writing and shall recite in detail the conduct or circumstances justifying the order." (*Ibid.*)

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the Franchise Tax Board. The name of defendant's Nevada corporation is "Law Firm of Laub & Laub" (NV Entity No. C22911-2002). It was initially formed on September 16, 2002, and is currently active.

The court finds defendant violated the court's order without good cause or substantial justification. Defendant's November 2, 2026, filing — submitted nearly two months after the court's September 4, 2026, deadline — purports to be a declaration of Joe Laub; however, it is not signed under penalty of perjury. The information Mr. Laub does provide in the filing is largely made "upon information and belief." Without any explanation, Mr. Laub states he still needs additional time to confirm with the firm's accountant the information required by the court (i.e., defendant's legal name and corporate status). Mr. Laub makes this claim even though he has operated the law firm as a sole proprietorship in California prior to and since 2014 and he is an active officer of the Nevada corporation. In one portion of the filing, Mr. Laub requests to supplement the information when said confirmation is received; elsewhere in the declaration, Mr. Laub states, "Defendant will amend this declaration should it be necessary after receiving official confirmation of all information."

The court finds it appropriate to impose monetary sanctions against defendant under Code of Civil Procedure section 177.5. No later than December 7, 2026, defendant shall pay to the court a monetary sanction in the amount of $750.00; and pay plaintiff a monetary sanction of $60.00, representing the amount of the filing fee for the instant motion.

Plaintiff's Motion to Compel (Defendant Joe Laub)

On August 17, 2026, plaintiff filed a motion to compel defendant Joe Laub's ("defendant") verified responses to Form Interrogatories (Set One) and Requests for Production (Set One), deem Request Numbers 1 through 35 in plaintiff's Requests for Admission (Set One) admitted,[5] and impose a monetary sanction of $115.00.

[5] Plaintiff's Requests for Admission propounded upon defendant include a total of 45 requests. As defendant points out, plaintiff did not attach a declaration of necessity to the discovery request. Unless a declaration of necessity has been made, a party need only respond to the first 35 admission requests served that do not relate to the

On September 30, 2026, defendant filed a joint opposition with defendant Law Firm of Laub & Laub to plaintiff's separate motions to compel against each party.

Defendant opposes the motion on the following grounds: (1) plaintiff's discovery requests were not properly served upon defendant because (a) the corresponding proof of service was not concurrently served upon defendant; and (b) the proof of service does not show the discovery request was served upon all parties to the action; (2) plaintiff failed to meet and confer in good faith, as required under Code of Civil Procedure section 2016.040; (3) the format of plaintiff's discovery requests is defective; (4) plaintiff's Requests for Admission improperly include over 35 requests without attaching a declaration of necessity under Code of Civil Procedure section 2033.030, subdivision (b); and (5) the motion will become moot, with the exception of sanctions, as defendant will have served verified responses to the discovery requests prior to the hearing.

Where, as here, the moving party seeks to compel responses (as opposed to further responses), there is no meet and confer requirement. (Code Civ. Proc., § 2030.290; *Sinaiko Healthcare Consulting*, *Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 411.)

Additionally, the Civil Discovery Act imposes no contemporaneous proof-of-service requirement on the propounding party at the time of serving the discovery request, itself. Generally, discovery requests and responses are not filed with the court.

Defendant's citations to the California Rules of Court do not help his position. First, defendant cites California Rule of Court 3.510, which falls under Article 2 ("Procedural Rules Applicable to All Complex Coordination Proceedings") of Chapter 7 ("Coordination of Complex Actions) of Title 3. However, this is not a complex action or a coordinated proceeding.

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genuineness of documents. (Code Civ. Proc., § 2033.030, subd. (b).) Plaintiff's motion indicates it is limited to the first 35 requests in the Requests for Admission.

Next, defendant cites California Rule of Court 8.817, which falls under Title 8 ("Appellate Rules"). However, this is not an appellate proceeding.

Defendant also quotes *Dill v. Berquist Construction Co.* (1994) 24 Cal.App.4th 1426, which states, "compliance with the statutory procedures for service of process is essential to establish personal jurisdiction. [Citation.]" (*Id.* at p. 1444.) However, *Dill* concerns service of process of the summons and complaint, not a discovery request.

Indeed, plaintiff has attached to the instant motion copies of his proof of service, signed under penalty of perjury by the process server, showing that plaintiff's discovery requests were served upon defendant and Jill Rusin (plaintiff's complaint was dismissed with prejudice only as to Ms. Rusin on August 20, 2026) at defendant's office on Ski Run Boulevard on June 11, 2026. (Stephens Decl., Ex. D.)

The court finds that plaintiff substantially complied with the service requirement, and the defect did not justify defendant's failure to serve timely verified responses. Moreover, defendant has provided no evidence that the discovery requests were not served as indicated in plaintiff's proof of service. Nor has defendant filed any motion to quash the proof of service.

Defendant's opposition states that "by the time this motion is heard, the discovery responses sought by Plaintiff's motion will have been readily provided by Defendants, rendering Plaintiff's motion moot, except for his motion for sanctions." (Opp. at Sec. I, ¶ 9.) As of the time this tentative ruling was prepared, however, there was no indication in the court's file that defendant served verified responses to the discovery at issue.

The court grants plaintiff's motion. No later than December 7, 2026, defendant shall serve verified responses, without objection, to plaintiff's Form Interrogatories and Requests for Production, both Set One. The court deems each of the matters set forth in plaintiff's Requests for Admission (Set One), Numbers 1 through 35 as admitted. (Code Civ. Proc., § 2033.280, subd. (c) [the court must grant the motion to 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].) The court imposes a $60.00 monetary sanction against defendant, representing the filing fee for the instant motion, to be paid no later than December 7, 2026.

Plaintiff's Motion to Compel (Defendant Law Firm of Laub & Laub)

On August 17, 2026, plaintiff filed a motion to compel defendant Law Firm of Laub & Laub's ("defendant") verified responses to Form Interrogatories (Set One) and Requests for Production (Set One), deem Request Numbers 1 through 35 in plaintiff's Requests for Admission (Set One) admitted,[6] and impose a monetary sanction of $150.00.

On September 30, 2026, defendant filed a joint opposition with defendant Joe Laub to plaintiff's separate motions to compel against each party.

Defendant opposes the motion on the following grounds: (1) plaintiff's discovery requests were not properly served upon defendant because (a) the corresponding proof of service was not concurrently served upon defendant; and (b) the proof of service does not show the discovery request was served upon all parties to the action; (2) plaintiff failed to meet and confer in good faith, as required under Code of Civil Procedure section 2016.040; (3) the format of plaintiff's discovery requests is defective; (4) plaintiff's Requests for Admission improperly include over 35 requests without attaching a declaration of necessity under Code of Civil Procedure section 2033.030, subdivision (b); and (5) the motion will become moot, with the exception of sanctions, as defendant will have served verified responses to the discovery requests prior to the hearing.

[6] Plaintiff's Requests for Admission propounded upon defendant include a total of 50 requests. As defendant points out, plaintiff did not attach a declaration of necessity to the discovery request. Unless a declaration of necessity has been made, a party need only respond to the first 35 admission requests served that do not relate to the genuineness of documents. (Code Civ. Proc., § 2033.030, subd. (b).) Plaintiff's motion indicates it is limited to the first 35 requests in the Requests for Admission.

Where, as here, the moving party seeks to compel responses (as opposed to further responses), there is no meet and confer requirement.

Additionally, the Civil Discovery Act imposes no contemporaneous proof-of-service requirement on the propounding party at the time of serving the discovery request, itself. Generally, discovery requests and responses are not filed with the court.

Defendant's citations to the California Rules of Court do not help its position. First, defendant cites California Rule of Court 3.510, which falls under Article 2 ("Procedural Rules Applicable to All Complex Coordination Proceedings") of Chapter 7 ("Coordination of Complex Actions) of Title 3. However, this is not a complex action or a coordinated proceeding.

Next, defendant cites California Rule of Court 8.817, which falls under Title 8 ("Appellate Rules"). However, this is not an appellate proceeding.

Defendant also quotes *Dill v. Berquist Construction Co.* (1994) 24 Cal.App.4th 1426, which states, "compliance with the statutory procedures for service of process is essential to establish personal jurisdiction. [Citation.]" (*Id.* at p. 1444.) However, *Dill* concerns service of process of the summons and complaint, not a discovery request.

Indeed, plaintiff has attached to the instant motion copies of his proof of service, signed under penalty of perjury by the process server, showing that plaintiff's discovery requests were served as follows: (1) on June 23, 2026, plaintiff served Form Interrogatories (Set One) upon defendant's attorney via mail at his office (Code Civ. Proc., § 1012); (2) on June 23, 2026, plaintiff served Requests for Production (Set One) upon defendant's attorney via mail at his office (Code Civ. Proc., § 1012); and (3) on June 23, 2026, plaintiff personally served Requests for Admission (Set One) upon "Kiara," noted to be "office staff / person apparently in charge" at the attorney's office (Code Civ. Proc., § 1011, subd. (a)). (Stephens Decl., Ex. D.)

Defendant has provided no evidence that the discovery requests were not served as indicated in plaintiff's proofs of service. Nor has defendant filed any motion to quash the proofs of service.

Defendant's opposition states that "by the time this motion is heard, the discovery responses sought by Plaintiff's motion will have been readily provided by Defendants, rendering Plaintiff's motion moot, except for his motion for sanctions." (Opp. at Sec. I, ¶ 9.) As of the time this tentative ruling was prepared, there was no indication in the court's file that defendant served verified responses to the discovery at issue.

The court grants plaintiff's motion. No later than December 7, 2026, defendant shall serve verified responses, without objection, to plaintiff's Form Interrogatories and Requests for Production, both Set One. The court deems each of the matters in plaintiff's Requests for Admission (Set One), Numbers 1 through 35 as admitted. (Code Civ. Proc., § 2033.280, subd. (c) [the court must grant the motion to 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].) The court imposes a $60.00 monetary sanction against defendant, representing the filing fee for the instant motion.

TENTATIVE RULING # 3:

PLAINTIFF'S MOTION TO ENFORCE: THE MOTION IS GRANTED. THE COURT HEREBY ORDERS DEFENDANT LAW FIRM OF LAUB & LAUB TO SUBMIT A DECLARATION FROM AN AUTHORIZED AGENT, SIGNED UNDER PENALTY OF PERJURY, NO LATER THAN DECEMBER 7, 2026, WHICH CLEARLY IDENTIFIES DEFENDANT'S LEGAL NAME AND CORPORATE STATUS. ALSO NO LATER THAN DECEMBER 7, 2026, PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 177.5, DEFENDANT LAW FIRM OF LAUB & LAUB SHALL PAY THE COURT A MONETARY SANCTION IN THE AMOUNT OF $750.00, AND PAY PLAINTIFF A MONETARY SANCTION OF $60.00.

PLAINTIFF'S MOTION TO COMPEL (JOE LAUB): THE MOTION IS GRANTED. NO LATER THAN DECEMBER 7, 2026, DEFENDANT JOE LAUB SHALL SERVE VERIFIED RESPONSES, WITHOUT OBJECTION, TO PLAINTIFF'S FORM INTERROGATORIES AND REQUESTS FOR PRODUCTION, BOTH SET ONE. THE COURT DEEMS EACH OF THE MATTERS IN PLAINTIFF'S REQUESTS FOR ADMISSION (SET ONE), NUMBERS 1 THROUGH 35 AS ADMITTED. THE COURT IMPOSES A $60.00 MONETARY SANCTION AGAINST DEFENDANT JOE LAUB TO BE PAID NO LATER THAN DECEMBER 7, 2026.

PLAINTIFF'S MOTION TO COMPEL (DEFENDANT LAW FIRM OF LAUB & LAUB): THE MOTION IS GRANTED. NO LATER THAN DECEMBER 7, 2026, DEFENDANT LAW FIRM OF LAUB & LAUB SHALL SERVE VERIFIED RESPONSES, WITHOUT OBJECTION, TO PLAINTIFF'S FORM INTERROGATORIES AND REQUESTS FOR PRODUCTION, BOTH SET ONE. THE COURT DEEMS EACH OF THE MATTERS IN PLAINTIFF'S REQUESTS FOR ADMISSION (SET ONE), NUMBERS 1 THROUGH 35 AS ADMITTED. THE COURT IMPOSES A $60.00 MONETARY SANCTION AGAINST DEFENDANT LAW FIRM OF LAUB & LAUB TO BE PAID NO LATER THAN DECEMBER 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.

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

4. JONES, ET AL. v. BRISCOMBE, ET AL., 26CV1001

Petition to Compel Arbitration

Pending is defendants Sean Briscombe's and Sean Briscombe, LLC's (the "LLC," collectively, "defendants") petition to compel arbitration and stay litigation. A hearing was originally set for August 14, 2026, at which time the court on its own motion, continued the matter to November 6, 2026, and ordered the parties to submit any supplemental briefing no later than October 6, 2026, addressing the issue of whether the Texas choice-of-law provision in the parties' agreement displaces the procedural rules of the California Arbitration Act for the purposes of determining this petition.

On October 6, 2026, plaintiffs filed a supplemental brief.

On October 7, 2026, defendants filed a supplemental brief.

On October 27, 2026, the court granted plaintiffs' ex parte application for leave to consider the supplemental declaration of Melissa H.D. Balough (plaintiffs' counsel) filed October 23, 2026. The court has read and considered Ms. Balough's supplemental declaration.

1. Background

Plaintiffs' complaint asserts causes of action for: (1) violation of Unfair Competition Law (Bus. & Prof. Code, § 17200, et seq.); (2) fraud and intentional misrepresentation; (3) breach of contract; (4) breach of fiduciary duty; (5) restitution; (6) conversion; and (7) declaratory relief.

On September 3, 2024, plaintiff Matthew Jones signed an agreement to retain defendant Sean Briscombe, LLC to perform various account, trust, and tax matters (the "Agreement"). (Petn., Ex. A.) Plaintiff Tomolillo is not a party to the Agreement and is not referenced therein. However, the complaint alleges that Ms. Tomolillo was an intended beneficiary of the services provided by the LLC and she sues said defendant on that basis.

The Agreement contains both forum selection and choice of law provisions identifying Texas as the selected forum and governing law. Section 10 of the Agreement includes an arbitration provision, which provides in pertinent part: "All disputes arising out of and related to this Agreement … shall be resolved exclusively by arbitration initiated and conducted in Austin, Texas, by and in accordance with the rules of the American Arbitration Association."

2. Evidentiary Objections

Plaintiffs filed two objections to defendant Sean Briscombe's declaration filed in support of the instant petition. The court sustains Objection Number 1. The court also sustains Objection Number 2 with respect to the term "timely."

3. Request for Judicial Notice

Plaintiffs request the court to take judicial notice of two documents, Exhibit A (unrecorded property records) and Exhibit B (a recorded quitclaim deed). Neither exhibit is attached to the request for judicial notice. The court denies the request on this ground. (Cal. Rules of Court, rule 5.115.) Even if plaintiffs had attached copies of the proposed material to the request, it appears to the court that the exhibits are not necessary, helpful, or relevant to the dispute raised by the instant petition. (*Jordache Enterprises*, *Inc. v. Brobeck*, *Phleger & Harrison* (1998) 18 Cal.4th 739, 748, fn. 6.)

4. Discussion

4.1. Parties Subject to the Arbitration Agreement

The first issue for the court to address is whether plaintiff Tomolillo and defendant Sean Briscombe are each bound by the arbitration provision in the Agreement because neither party signed the Agreement.[7] " ' "[T]he right to compel arbitration depends upon the contract between the parties, [citations], and a party can be compelled to

[7] Plaintiff Tomolillo did not sign the agreement and is not mentioned in the agreement; defendant Briscombe signed the agreement but only in his capacity as authorized signatory for the LLC.

submit a dispute to arbitration only where he has agreed in writing to do so." ' " (*Benaroya v. Willis* (2018) 23 Cal.App.5th 462, 469.) There are, however, "six theories by which a nonsignatory may be bound to arbitrate: '(a) incorporation by reference; (b) assumption; (c) agency; (d) veil-piercing or alter ego; (e) estoppel; and (f) third-party beneficiary' [citations]." (*Suh v. Superior Court* (2010) 181 Cal.App.4th 1504, 1513.)

4.1.1. Defendant Briscombe

Sean Briscombe declares he is the sole member of the LLC. (Petn., Briscombe Decl. at 10:6.) Plaintiffs' complaint alleges, "[a]t all relevant times, each Defendant was the agent, employee, alter ego, co-venturer, partner, and/or co-conspirator of each other Defendant, and each Defendant was acting within the course and scope of such relationship, and with the knowledge, permission, and ratification of each other Defendant. Upon information and belief, Defendant Sean Briscombe is and was at all relevant times the sole member, manager, and/or managing agent of Defendant Sean Briscombe, LLC, and he personally authorized, directed, and ratified each of the wrongful acts alleged herein." (Compl., ¶ 10.)

In addition to plaintiffs' breach of contract claim against the LLC, plaintiffs' complaint also alleges claims against defendant Sean Briscombe for violation of Unfair Competition Law, fraud and misrepresentation ("with the intent to induce Plaintiffs to enter the Retainer Agreement" (Compl., ¶ 46)), breach of fiduciary duty, restitution, and conversion.[8]

"By relying on contract terms in a claim against a nonsignatory defendant, even if not exclusively, a plaintiff may be equitably estopped from repudiating the arbitration clause contained in that agreement. [Citations.]" (*Boucher v. Alliance Title Co., Inc.* (2005) 127 Cal.App.4th 262, 271-272 (*Boucher*).) Equitable estoppel thus "prevents a party from playing fast and loose with its commitment to arbitrate, honoring it when advantageous

[8] Plaintiffs' seventh cause of action against both defendants is based on an alternative legal theory that the Agreement is void and unenforceable.

and circumventing it to gain undue advantage." (*Metalclad Corp. v. Ventana Environmental Organizational Partnership* (2003) 109 Cal.App.4th 1705, 1714; *Turtle Ridge Media Group*, *Inc. v. Pacific Bell Directory* (2006) 140 Cal.App.4th 828, 830 [equitable estoppel "applies to prevent parties from trifling with their contractual obligations"].)

Application of the equitable estoppel doctrine "does not require a conscious or subjective intent to avoid arbitration, but turns upon the nexus between the contract and the causes of action asserted.' [Citation.] 'The focus is on the nature of the claims asserted by the plaintiff against the nonsignatory defendant.' [Citation.] 'Claims that rely upon, make reference to, *or are intertwined with claims under the subject contract are arbitrable.*' " (*Molecular, supra*, 186 Cal.App.4th at p 715, added italics.) "That the claims are cast in tort rather than contract does not avoid the arbitration clause." (*Boucher*, *supra*, 217 Cal.App.4th at p. 272.)

Here, the court finds that plaintiffs' claims against defendant Sean Briscombe rely upon, make reference to, and are intertwined with the other claims under the Agreement. Therefore, defendant Sean Briscombe has the right to enforce the arbitration provision in the Agreement.

4.1.2. Plaintiff Tomolillo

Defendants argue that the arbitration provision is enforceable against plaintiff Tomolillo because she is an intended third party beneficiary and is equitably estopped from avoiding enforcement where she claims in her lawsuit to be an intended beneficiary under the Agreement.

" 'A third party beneficiary is someone who may enforce a contract because the contract is made expressly for his benefit.' [Citation.] ' " 'The test for determining whether a contract was made for the benefit of a third person is whether an intent to benefit a third person appears from the terms of the contract.' " ' " (*Jensen v. U-Haul Co. of California* (2017) 18 Cal.App.5th 295, 301.) "[T]he 'mere fact that a contract results in

benefits to a third party does not render that party a "third party beneficiary." ' " (*Id.* at p. 302.)

Here, the terms of the contract do not evidence any intent to benefit plaintiff Tomolillo. Therefore, the court disagrees with defendants' first argument.

The court does, however, agree with defendants that the doctrine of equitable estoppel applies to plaintiff Tomolillo. "One should not be permitted to rely on an agreement containing an arbitration clause for its claims, while at the same time repudiating the arbitration provision contained in the same contract. [Citation.]" (*DMS Services, LLC v. Superior Court* (2012) 205 Cal.App.4th 1346, 1354.) Plaintiffs appear to concede that equitable estoppel applies to plaintiff Tomolillo but not as to her claims in tort. (Opp. at 7:26–28.) Tomolillo argues that the allegation in the complaint is an alternative theory of liability in the breach of contract claim only (Opp. at 8:5–8), which alleges in pertinent part: "The Retainer Agreement and promised performance were directed to planning for both Plaintiffs, and Christina Tomolilo was an intended beneficiary of SBLLC's contractual obligations." (Compl., ¶ 51.)

The distinction is of no consequence here. Plaintiff claims she is an intended beneficiary of the LLC's contractual obligations but said contractual obligations include the agreement to arbitrate.

4.2. Effect of Choice of Law Provision

As previously discussed in the court's tentative ruling issued in advance of the August 14, 2026, the CAA gives the trial court "the discretion to, among other things, stay or deny arbitration if one or more parties to the action is not subject to arbitration, and multiple proceedings might result in conflicting rulings involving the same transaction. [Citation.]" (*Gravillis v. Coldwell Banker Residential Brokerage Co.* (2006) 143 Cal.App.4th 761, 783; see, Code Civ. Proc., § 1281.2, subd. (c).)

Having concluded that all parties are subject to enforcement of the arbitration agreement, the court need not address the choice-of-law provision further.

4.3. Contract Validity

Plaintiffs argue that the Agreement is invalid because it has an unlawful objective, that being defendant Sean Briscombe's unauthorized practice of law. However, that is a factual issue. On its face, the Agreement does not show an unlawful objective.

Plaintiffs also argue that the Agreement is procedurally and substantively unconscionable. Notably, plaintiffs allege the same Agreement is valid in their complaint under the third cause of action for breach of contract against the LLC. (Compl., ¶ 51.)

Under California law, a contract is unenforceable if it is both procedurally and substantively unconscionable. (*Armendariz v. Found. Health Psychcare Servs.*, *Inc.* (2000) 24 Cal.4th 83, 114.) Unconscionability refers to "an absence of meaningful choice on the part of one of the parties together with contract terms which are unreasonably favorable to the other party." (*A&M Produce Co. v. FMC Corp.* (1982) 135 Cal.App.3d 473, 486.) "Procedural unconscionability focuses on the elements of oppression and surprise. Oppression arises from an inequality of bargaining power which results in no real negotiation and an absence of meaningful choice. Surprise involves the extent to which the terms of the bargain are hidden in a prolix printed form drafted by a party in a superior bargaining position." (*Serafin v. Balco Properties Ltd.*, *LLC* (2015) 235 Cal.App.4th 165, 177.) "Substantive unconscionability focuses on the actual terms of the agreement and evaluates whether they create 'overly harsh' or 'one-sided' results.' " (*Ibid.*, quoting *Roman v. Superior Court* (2009) 172 Cal.App.4th 1462, 1469.)

Procedural and substantive unconscionability need not be present to the same degree. A sliding scale is applied so that " ' "the more substantively oppressive the contract term, the less evidence of procedural unconscionability is required to come to the conclusion that the term is unenforceable, and vice versa." ' [Citations.]" (*Lhotka v. Geographic Expeditions*, *Inc.* (2010) 181 Cal.App.4th 816, 821; *Armendariz*, *supra*, 24 Cal.4th at p. 114.) The burden is on plaintiffs, as the parties challenging the arbitration

agreement, to prove both procedural and substantive unconscionability. (*Crippen v. Central Valley RV Outlet*, *Inc.* (2004) 124 Cal.App.4th 1159, 1164–1165.)

The court finds that plaintiffs have not demonstrated substantive and procedural unconscionability. Although the Agreement purports to limit the LLC's liability to "a full refund of the fees paid and will not include liability for any consequential damages," this provision does not pertain to the agreement to arbitrate. Additionally, the Agreement includes a severability clause which provides in relevant part, "[i]f any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall, if applicable law permits, be modified and interpreted in a manner that is enforceable…. Otherwise, the offending term or provision shall be omitted and not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction."

Under Civil Code section 1670.5, subdivision (a), "[i]f the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result." (*Ibid.*)

In *Armendariz*, *supra*, 24 Cal.4th 83, our Supreme Court explained that Civil Code section 1670.5 "appears to give a trial court some discretion as to whether to sever or restrict the unconscionable provision or whether to refuse to enforce the entire agreement. But it also appears to contemplate the latter course only when an agreement is 'permeated' by unconscionability." (*Id.* at p. 122.) In determining whether to sever unconscionable provisions, the "overarching inquiry is whether ' "the interests of justice … would be furthered" ' by severance." (*Ibid.*)

A non-reciprocal or one-sided damage limitations clause does appear substantively unconscionable. However, the Agreement is not permeated by unconscionability. To the extent that the damage limitations clause is unenforceable, the court exercises its

discretion to sever said clause and enforce the remainder of the Agreement, including the arbitration provision.

4.4. Out-of-State Forum Selection

"[F]orum selection clauses are valid and may be given effect, in the court's discretion and in the absence of a showing that enforcement of such a clause would be unreasonable." (*Smith*, *Valentino & Smith*, *Inc. v. Superior Court* (1976) 17 Cal.3d 491, 496.) Here, the Agreement expressly provides that arbitration shall be conducted in Austin, Texas. There being no showing that enforcement of this clause would be unreasonable, the court exercises its discretion to order the parties to arbitrate in Austin, Texas, as provided in the Agreement.

5. Conclusion

The court grants the petition to compel arbitration, which calls for arbitration to be conducted in Austin, Texas. Based on the parties' briefing, it appears the parties might be willing to stipulate to conducting arbitration in California. The court would be willing to approve such stipulation upon its presentation to the court.

TENTATIVE RULING # 4: DEFENDANTS' PETITION TO COMPEL ARBITRATION 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.

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

5. TIGRE HOLDINGS LLC, ET AL. v. EL DORADO COUNTY, 25CV3425

Status Conference

TENTATIVE RULING # 5: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, NOVEMBER 6, 2026, IN DEPARTMENT FOUR.

6. WELLS FARGO BANK, N.A. v. ESTRADA, 26CV0809

Plaintiff's Motion for Summary Judgment

On July 13, 2026, pursuant to Code of Civil Procedure section 437c, plaintiff Wells Fargo Bank, N.A. ("plaintiff") filed the instant motion for summary judgment.

On September 3, 2026, defendant Erick I. Garcia Estrada ("defendant") filed a timely response.[9]

On September 30, 2026, plaintiff filed a timely reply.

1. Background

This is a credit card collection action. Plaintiff's complaint alleges two separate causes of action against defendant, both for breach of contract — the first cause of action is based on a theory of a written contract, and the second cause of action is based on a theory of a contract that is implied in fact.

Defendant applied for, and was issued, a Wells Fargo credit card ending in 3234. (Undisputed Material Fact ("UMF") No. 1.) Plaintiff sent defendant the credit card along with the written Customer Agreement associated with the credit card. (UMF No. 2.) Defendant accepted the terms of the written agreement when he used the credit card. (UMF No. 3.)[10]

Pursuant to the terms of the Customer Agreement associated with the credit card, plaintiff would extend credit to defendant whereby defendant could charge goods or

[9] Defendant's response includes a separate statement that responds to each of the material facts contended by plaintiff to be undisputed; the statement does not set forth any additional material facts that defendant contends are disputed. (Code Civ. Proc., § 437c, subd. (b)(3).) However, for each of the facts that defendant disputes, defendant fails to reference any supporting evidence for his position. (Code Civ. Proc., § 437c, subd. (b)(3).) Attached to defendant's response is Exhibit A, which appears to be defendant's recent paystub from his employer. Defendant filed no declaration authenticating Exhibit A.

[10] Defendant's response to UMF No. 3 states: "Defendant disputed the scope, terms, and applicability of the agreements as applied to the unverified fees and total balance claimed." Because defendant cites no supporting evidence for disputing plaintiff's UMF No. 3, the court deems it undisputed.

services, or obtain cash advances on the credit line. (UMF No. 4.) Plaintiff sent defendant monthly statements of the subject account each and every billing period. (UMF No. 7.) The statements of the account reflected all charges, payments, minimum payment due that billing period, and any fees and interest incurred for each billing period. (UMF No. 8.) There is no record of any unresolved disputes on the account. (UMF No. 9.)

Defendant's last payment on the account was transmitted on April 22, 2025. (UMF No. 11.) Thereafter, defendant made no further payments. (UMF No. 12.) The balance due on the account is $5,315.21. (UMF No. 13.)[11]

2. Legal Principles

A plaintiff moving for summary judgment bears the burden to produce admissible evidence on each element of a cause of action entitling it to judgment. (Code Civ. Proc., § 437c, subd. (p)(1).); see *Hunter v. Pacific Mechanical Corp.* (1995) 37 Cal.App.4th 1282, 1287 [disapproved on other grounds by *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826].) This means that plaintiff, who bears the burden of proof at trial by a preponderance of the evidence, must produce evidence that would require a reasonable trier of fact to find any underlying material fact more likely true than not. (*Aguilar*, *supra*, at p. 851.) "[O]therwise, he would not be entitled to a judgment as a *matter of law*." (*Ibid.* [emphasis in original]; *LLP Mortgage v. Bizar* (2005) 126 Cal.App.4th 773, 776 [burden is on plaintiff to persuade court there is no triable issue of material fact].) At that point, the burden shifts to the defendant "to show that a triable

[11] Defendant's response to UMF No. 13 states: "Defendant disputes the balance of $5,315.21, as inaccurate due to excessive interest/penalty fees and asserts a complete of disposable liquid income [sic] to satisfy the demand under California Code of Civil Procedure § 706.050 due to a mandatory child support wage garnishment." Because defendant cites no supporting evidence for disputing plaintiff's UMF No. 13, the court deems it undisputed.

issue of one or more material facts exists as to that cause of action or a defense thereto." (Code Civ. Proc., § 437c, subd. (p)(1).)

3. Discussion

The elements of a breach of contract claim are: (1) existence of a contract; (2) plaintiff's performance or excuse for nonperformance; (3) defendant's breach; and (4) the resulting damages to the plaintiff. (*Oasis West Realty*, *LLC v. Goldman* (2011) 51 Cal.4th 811, 821.)

Plaintiff's undisputed material facts show the parties entered an agreement, plaintiff performed under the agreement by extending credit to defendant, defendant breached the agreement by failing to make timely payments and, as a result, plaintiff has suffered damages in the amount of $5,315.21. Therefore, plaintiff has met its initial burden and the burden shifts to defendant "to show that a triable issue of one or more material facts exists as to that cause of action or a defense thereto." (Code Civ. Proc., § 437c, subd. (p)(1).) The court finds defendant has failed to meet this burden. As such, the court grants plaintiff's motion for summary judgment.

TENTATIVE RULING # 6: PLAINTIFF'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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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 found on the Court's website: https://www.eldorado.courts.ca.gov/online-services/remote-appearances.