

August 21, 2026
Dept. 9
Civil Tentative Rulings

1.	22CV1082	MOHAMMED NAJAFPIR VS. VISIONARY REALTY GROUP INC ET AL
MOTION TO LIFT STAY OF PROCEEDINGS		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON SEPTEMBER 18, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON AUGUST 21, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

The Notice does not comply with Local Rules 7.10.05. Repeated violations will be grounds for sanctions pursuant to Local Rule 7.12.13.

Plaintiff, Mohammad Najafpir ("Plaintiff"), filed a Motion to Lift Stay of Proceedings on Juen 25, 2026. Defendants, Visionary Realty Group Inc. and Michelle Harris (collectively "Defendants"), filed an Opposition on August 7, 2026.

On January 2, 2024, the Court granted Cross-Defendants/Cross-Complainants', Larry Charles Siri and Wendy Ann Siri ("Cross-Defendants"), Motion to Compel Arbitration and stayed the civil proceedings pending the outcome of the arbitration. Plaintiff contends that arbitration has concluded, a Final Arbitration Award has been issued, and Plaintiff's Petition to Vacate Arbitration Award has been denied by this Court (filed under case no. 26CV0983). Accordingly, the remaining claims against Defendants have not been adjudicated and remain pending.

Defendants assert that Plaintiff filed another litigation against Cross-Defendants in case number 26CV0983, in which they are unaware of how it relates to the current action or arbitration, and on that basis alone, they will not stipulate to lift the stay.

California Code of Civil Procedure § 1281.4 provides that when a court has ordered arbitration of a controversy that is an issue involved in a pending action, the court shall stay the action or proceeding until an arbitration is had in accordance with the order to arbitrate or until such earlier time as the court specifies.

As the Final Arbitration Award has been issued, the Court grant's Plaintiff's request to lift stay of proceedings.

TENTATIVE RULING #1:

PLAINTIFF'S MOTION TO LIFT STAY OF PROCEEDINGS IS GRANTED.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL.

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RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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LONG CAUSE HEARINGS MUST BE REQUESTED BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED AND THE PARTIES ARE TO PROVIDE THE COURT WITH THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. LONG CAUSE ORAL ARGUMENT REQUESTS WILL BE SET FOR HEARING ON ONE OF THE THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. THE COURT WILL ADVISE THE PARTIES OF THE LONG CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. PARTIES MAY PERSONALLY APPEAR AT THE HEARING.

2.	23CV1460	MARK SCHNEIDER VS. GOLD RUSH ENERGY SOLUTIONS
ATTORNEY WITHDRAWAL		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON SEPTEMBER 4, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON AUGUST 21, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

Counsel for Cross-Complainant, Jordan Lykins, has filed a motion to be relieved as counsel pursuant to Code of Civil Procedure § 284(2) and California Rules of Court, Rule 3.1362.

A declaration on Judicial Council Form MC-052 accompanies the motion, as required by California Rules of Court, Rule 3.1362, stating that there is a breakdown of the attorney-client relationship with client that has rendered it unreasonably difficult to carry out representation effectively.

Code of Civil Procedure § 284(2) and California Rules of Court, Rule 3.1362 allow an attorney to withdraw after notice to the client. Proof of service of the motion on Cross-Complainant at her last known was filed on July 22, 2026.

The Findings and Order sections in Counsel's proposed Order are incomplete as required by California Rules of Court, Rule 3.1362(e).

TENTATIVE RULING #2:

ABSENT OBJECTION, THE MOTION IS GRANTED, CONTINGENT ON COUNSEL'S FILING OF A PROPOSED ORDER (FORM MC-053) THAT MEETS THE REQUIREMENTS OF CALIFORNIA RULES OF COURT, RULE 3.1362(E). COUNSEL IS DIRECTED TO SERVE A COPY OF THE SIGNED ORDER ON THE CLIENT AND ALL PARTIES THAT HAVE APPEARED IN THE CASE IN ACCORDANCE WITH CALIFORNIA RULES OF COURT, RULE 3.1362(e).

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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3.	25CV2982	CHRISTINA I. ANDERSON VS. EL DORADO HILLS BOAT, WINE & SELF STORAGE, LLC ET AL
MOTION TO COMPEL ARBITRATION AND STAY CIVIL ACTION		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON SEPTEMBER 18, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON AUGUST 21, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

The Notice does not comply with Local Rules 7.10.05. Repeated violations will be grounds for sanctions pursuant to Local Rule 7.12.13.

Defendants, El Dorado Hills Boat Wine & Self Storage, LLC dba Goldkey Boathouse, Complete Management, and David Ciapponi (collectively "Defendants") filed this motion to compel arbitration on June 26, 2026. An opposition was filed by Plaintiff, Christina I. Anderson ("Plaintiff"), on August 10, 2026.

Defendants contend that Plaintiff executed and entered into an At-Will Agreement with Defendants on or about September 22, 2017, which contained an Arbitration Agreement and an Arbitration of Disputes Agreement. Plaintiff opposes Defendants' motion to compel arbitration on the grounds that 1) Defendants waived the right to arbitrate by filing an answer in the action and 2) the arbitration provision is unconscionable in that Plaintiff cannot afford the costs of arbitration, as evidenced by the Court granting her fee waiver.

Legal Principles

Code of Civil Procedure § 1281.2 provides, in part:

On petition of a party to an arbitration agreement alleging the existence of a written agreement to arbitrate a controversy and that a party to the agreement refuses to arbitrate that controversy, the court shall order the petitioner and the respondent to arbitrate the controversy if it determines that an agreement to arbitrate the controversy exists, unless it determines that:

- (a) The right to compel arbitration has been waived by the petitioner; or
- (b) Grounds exist for rescission of the agreement.

Discussion

1. Waiver

Defendants assert that they have not waived their right to arbitrate, as they have not acted inconsistently with their intent to arbitrate and Plaintiff has not suffered prejudice as a

result of Defendants' conduct. Defendants have filed an Answer, engaged in preliminary settlement discussions, and have reached an agreement to mediate although no concrete steps towards mediation have occurred. Defendants have not engaged in extensive litigation, propounded discovery, filed any motions, or otherwise acted inconsistently with an intent to arbitrate.

Plaintiff argues that Defendants took actions inconsistent with any desire to arbitrate by selectively enforcing policies and ignoring others, including the appointment of a Director of Human Resources to whom Plaintiff could direct a request for informal dispute resolution. Additionally, Defendants did not declare an interest in arbitration until months after filing an answer. Further, it is premature to compel arbitration as Defendants acknowledge the parties have yet to complete the pre-dispute "step clause" as a condition precedent to arbitration and accordingly, the motion must be continued until mediation between the parties has concluded.

"Although a court may deny a petition to compel arbitration on the ground of waiver ([Code Civ. Proc.] § 1281.2, subd. (a)), waivers are not to be lightly inferred and the party seeking to establish a waiver bears a heavy burden of proof. [Citations.] [¶] Both state and federal law emphasize that no single test delineates the nature of the conduct that will constitute a waiver of arbitration. [Citations.] ' "In the past, California courts have found a waiver of the right to demand arbitration in a variety of contexts, ranging from situations in which the party seeking to compel arbitration has previously taken steps inconsistent with an intent to invoke arbitration [citations] to instances in which the petitioning party has unreasonably delayed in undertaking the procedure. [Citations.] The decisions likewise hold that the 'bad faith' or 'willful misconduct' of a party may constitute a waiver and thus justify a refusal to compel arbitration. [Citations.]" ' " (St. Agnes Medical Center v. PacifiCare of California, *supra*, 31 Cal.4th at pp. 1195–1196, 8 Cal.Rptr.3d 517, 82 P.3d 727.)

As set forth by our high court in *St. Agnes Medical Center v. PacifiCare of California*, *supra*, 31 Cal.4th at page 1196, 8 Cal.Rptr.3d 517, 82 P.3d 727, when a court considers the issue of waiver or forfeiture in this context, the following factors generally apply: " ' "(1) whether the party's actions are inconsistent with the right to arbitrate; (2) whether 'the litigation machinery has been substantially invoked' and the parties 'were well into preparation of a lawsuit' before the party notified the opposing party of an intent to arbitrate; (3) whether a party either requested arbitration enforcement close to the trial date or delayed for a long period before seeking a stay; (4) whether a defendant seeking arbitration filed a counterclaim without asking for a stay of the proceedings; (5) 'whether important intervening steps [e.g., taking advantage of judicial discovery procedures not available in arbitration] had taken place'; and (6) whether the delay 'affected, misled, or prejudiced' the opposing party." ' [Citation.]"

Roberts v. El Cajon Motors, Inc. (2011) 200 Cal.App.4th 832, 840–841 [133 Cal.Rptr.3d 350, 357]

The Court does not find that Defendants acted inconsistently with the right to arbitrate and thus did not waive their right to compel arbitration.

2. Unconscionability

Plaintiff argues the provision requiring Plaintiff to pay 30% of the arbitration fees and costs is unconscionable, as she cannot afford these additional expenses.

The Arbitration Agreement provides, in part (the “fee-splitting provision”):

Company will pay 70% of the arbitrator’s fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorney’s fees and other expenses to the same extent as if the matter were being heard in court). Any dispute as to the reasonableness of any fee or cost shall be resolved by the arbitrator.

[W]hen an employer imposes mandatory arbitration as a condition of employment, **the arbitration agreement or arbitration process cannot generally require the employee to bear any type of expense that the employee would not be required to bear if he or she were free to bring the action in court.** This rule will ensure that employees bringing FEHA claims will not be deterred by costs greater than the usual costs incurred during litigation, costs that are essentially imposed on an employee by the employer. *Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 110–111 [99 Cal.Rptr.2d 745, 765, 6 P.3d 669, 687] (emphasis added).

[I]n the context of mandatory employment arbitration agreements that apply to unwaivable statutory claims—such as FEHA claims—our Supreme Court has held that **regardless of an employee’s income, an employer must pay all costs unique to arbitration, including arbitrator fees.** *Penilla v. Westmont Corp.* (2016) 3 Cal.App.5th 205, 221 [207 Cal.Rptr.3d 473, 487](emphasis added).

Civil Code section 1670.5, subdivision (a) provides that “[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.” Comment 2 of the Legislative Committee comment on section 1670.5, incorporating the comments from the Uniform Commercial Code, states: “Under this section the court, in its discretion, may refuse to enforce the contract as a whole if it is permeated by the unconscionability, or it may strike any single clause or group of clauses which are so tainted or which are contrary to the essential purpose of the agreement, or it may simply limit unconscionable clauses so as to avoid unconscionable results.” (Legis. Com.

com., at 9 West's Ann. Civ.Code (1985 ed.) p. 494 (Legislative Committee comment).)
Armendariz v. Foundation Health Psychcare Services, Inc. (2000) 24 Cal.4th 83, 121–122 [99 Cal.Rptr.2d 745, 773, 6 P.3d 669, 695].

The basic principles of severability that emerge from Civil Code section 1599 and the case law of illegal contracts appear fully applicable to the doctrine of unconscionability. Courts are to look to the various purposes of the contract. If the central purpose of the contract is tainted with illegality, then the contract as a whole cannot be enforced. **If the illegality is collateral to the main purpose of the contract, and the illegal provision can be extirpated from the contract by means of severance or restriction, then such severance and restriction are appropriate.** *Id.* at 124 (emphasis added).

Plaintiff asserts causes of action of Disparate Treatment, Disparate Impact, and Retaliation pursuant to FEHA. The fee-splitting provision is accordingly unconscionable. The Court finds that severance of the fee-splitting provision is appropriate.

The Court grants Defendants' motion to compel arbitration and stay proceedings. The fee-splitting provision is stricken. Defendants are ordered to pay all of the arbitrator's fees, arbitration expenses and any other costs unique to the arbitration hearing.

TENTATIVE RULING #3:

DEFENDANTS' MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS IS GRANTED. THE FEE-SPLITTING PROVISION IS STRICKEN. DEFENDANTS ARE ORDERED TO PAY ALL OF THE ARBITRATOR'S FEES, ARBITRATION EXPENSES, AND ANY OTHER COSTS UNIQUE TO THE ARBITRATION HEARING.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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4.	26CV0723	JONATHAN EFRIN GALLEGOS VS. PARK PLACE FINANCE, LLC ET AL
ATTORNEY DISQUALIFICATION		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON SEPTEMBER 18, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON AUGUST 21, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

On June 15, 2026, Plaintiff filed a Motion to Disqualify Counsel Susanne George from representing Maxton Builders, Inc. and Valentin Razumovsky on the basis of incurable conflicts pursuant to California Rules of Professional Conduct, Rule 1.9 and Rule 1.7. Plaintiff contends that the eSignature record for the Verified Answer identifies Susanne George at The Ashley Law Group email domain, while Plaintiff previously executed a written retainer agreement with The Ashley Law Group on or about February 4, 2025.

Plaintiff filed a Proof of Service on June 15, 2026, indicating Seth P. Cox, Counsel for Park Place Finance LLC, BSI Financial Services, and Ellington Management Group were served by mail on June 13, 2026. Plaintiff filed an additional Proof of Service on the same date indicating Raniele Reyes, Counsel for Old Republic was served electronically on June 12, 2026. No Proof of Service is on file for Defendants Maxton Builders, Valentin Razumovsky, JM Insulation Group, Jose Guadalupe Medina, Pacific Life Insurance Company, Cheryl Mallory, Citadel Spaces, Alexander Eidemiller, and Tahoe LLC.

Plaintiff's motion is denied for lack of service.

TENTATIVE RULING #4:

PLAINTIFF'S MOTION IS DENIED FOR LACK OF SERVICE.

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5.	26CV1695	DEBRA K ISAACS VS. FCA US ET AL
TRANSFER IN		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON SEPTEMBER 18, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON AUGUST 21, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

On March 6, 2026, the San Diego County Superior Court transferred the matter to the El Dorado County Superior Court. This court is in receipt of the certified copy of the case file from San Diego County.

TENTATIVE RULING #5:

APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, SEPTEMBER 18, 2026, IN DEPARTMENT NINE.

IF A PARTY OR PARTIES WISH TO APPEAR REMOTELY, INSTRUCTIONS FOR REMOTE APPEARANCES CAN BE FOUND ON THE COURT'S WEBSITE.

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6.	26CV1706	BRENDA BOSWELL ET AL VS. NEWREZ LLC
LIS PENDENS		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON SEPTEMBER 4, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON AUGUST 21, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

Plaintiffs, Brenda Boswell and Bryon Boswell (collectively "Plaintiffs"), seek leave to record lis pendens. Concurrently filed with their motion is a memorandum of points and authorities, joint declaration, and proposed order granting Plaintiffs leave to record a Notice of Pendency of Action with the El Dorado County Recorder. Critically absent is the proposed Notice of Pendency of Action (Lis Pendens).

On June 18, 2026, Plaintiffs filed a Complaint for: (1) Violation of California Civil Code Section 2923.6; (2) Violation of California Civil Code Section 2923.7; (3) Violation of California Civil Code Section 2924.9; (4) Violation of California Civil Code Section 2924.10; (5) Violation of California Civil Code Section 2924.11; (6) Promissory Estoppel; (7) Breach of Contract; (8) Breach of the Implied Covenant of Good Faith and Fair Dealing; (9) Negligent Misrepresentation; (10) Fraudulent Misrepresentation; (11) Promissory Fraud / False Promise; (12) Fraudulent Concealment; (13) Violation of the Rosenthal Fair Debt Collection Practices Act, California Civil Code Section 1788 et seq.; (14) Violation of California Business and Professions Code Section 17200 et seq.; (15) Breach of Fiduciary Duty; (16) Elder Abuse and Financial Abuse of an Elder Pursuant to California Welfare and Institutions Code Section 15600 et seq.; (17) Accounting; (18) Attempted Wrongful Foreclosure; and (19) Declaratory Relief.

A party to an action who asserts a real property claim may record a notice of pendency of action in which that real property claim is alleged. The notice may be recorded in the office of the recorder of each county in which all or part of the real property is situated. **The notice shall contain the names of all parties to the action and a description of the property affected by the action.** Code of Civil Procedure § 405.20 (emphasis added).

An attorney of record in an action may sign a notice of pendency of action. Alternatively, **a judge of the court in which an action that includes a real property claim is pending may, upon request of a party thereto, approve a notice of pendency action.** A notice of pendency of action shall not be recorded unless (a) it has been signed by the attorney of record, (b) **it is signed by a party acting in propria persona and approved by a judge as provided in this section,** or (c) the action is subject to Section 405.6. Code of Civil Procedure § 405.21 (emphasis added).

Code of Civil Procedure § 405.4 defines "real property claims" as the cause or causes of action in a pleading which would, if meritorious, affect (a) title to, or the right to possession of,

specific real property or (b) the use of an easement identified in the pleading, other than an easement obtained pursuant to statute by any regulated public utility.

There has been no definitive interpretation of the phrase “affect title to or right of possession.” On the one hand, it is clear that an action that affects ownership of the disputed property is a proper action for a lis pendens notice. (*Nash v. Superior Court* (1978) 86 Cal.App.3d 690, 692, 150 Cal.Rptr. 394, overruled on unrelated grounds in *Malcolm v. Superior Court, supra*, 29 Cal.3d at p. 528, fn. 5, 174 Cal.Rptr. 694, 629 P.2d 495 [action for specific performance of an agreement for sale of residential property].) It has also been held that a lis pendens is proper in an action that would affect or impair the owner’s right of possession of real property. (*Kendall-Brief Co. v. Superior Court, supra*, 60 Cal.App.3d 462, 131 Cal.Rptr. 515.) On the other hand, an action for money damages alone will not support a lis pendens. (*Allied Eastern Financial v. Goheen Enterprises, supra*, 265 Cal.App.2d at pp. 133–134, 71 Cal.Rptr. 126.) *Urez Corp. v. Superior Court* (1987) 190 Cal.App.3d 1141, 1145 [235 Cal.Rptr. 837, 840].

“In making [determination as to whether a real property claim is being asserted], the court must engage in a demurrer-like analysis. ‘Rather than analyzing whether the pleading states any claim at all, as on a general demurrer, the court must undertake the more limited analysis of whether the pleading states a real property claim.’ (Code com., 14A West’s Ann.Code Civ. Proc., *supra*, foll. § 405.31, at p. 342.) Review ‘involves only a review of the adequacy of the pleading and normally should not involve evidence from either side, other than possibly that which may be judicially noticed as on a demurrer.’ (Code com., 14A West’s Ann.Code Civ. Proc., *supra*, foll. § 405.30, at p. 337.) *Park 100 Investment Group II, LLC v. Ryan* (2009) 180 Cal.App.4th 795, 808–809 [103 Cal.Rptr.3d 218, 227]

Although Plaintiffs have asserted numerous causes of action, most do not qualify as a “real property claim.” Upon review of the Complaint as a whole, the Court finds that the causes of action for Attempted Wrongful Foreclosure and Declaratory Relief constitute real property claims.

Contingent upon the filing of a code-compliant Notice of Pendency of Action (Lis Pendens), Plaintiff’s request to record lis pendens is granted.

TENTATIVE RULING #6:

CONTINGENT UPON THE FILING OF A CODE-COMPLIANT NOTICE OF PENDENCY OF ACTION (LIS PENDENS), PLAINTIFF’S REQUEST IS GRANTED.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT’S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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7.	SC20180243	SO LAKE TAHOE PROPERTY OWNERS GRP V CITY OF SLT
ATTORNEY FEES/TAX COSTS		

On June 22, 2026, the Parties stipulated to continue the Motion for Award of Attorney's Fees and Motion for Order Taxing Costs for four months to the Court's first available hearing date on or after November 24, 2026, due to the ongoing appeal of the matter in the California Court of Appeal, Third Appellate District. The Court continued the hearing to August 21, 2026.

Finding the appeal continues to remain ongoing, the Motion for Attorney's Fees and Motion to Tax Costs are continued to December 4, 2026, at 8:30 a.m. in department nine.

TENTATIVE RULING #7:

MOTION FOR ATTORNEY'S FEES AND MOTION TO TAX COSTS ARE CONTINUED TO FRIDAY, DECEMBER 4, 2026, AT 8:30 A.M. IN DEPARTMENT NINE.

8.	25CV3152	JP MORGAN CHASE BANK N.A. VS. WENDY DARCY
MOTION TO SET ASIDE DEFAULT		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON SEPTEMBER 4, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON AUGUST 21, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

On July 1, 2026, Defendant, Wendy D'Arcy ("Defendant") filed a Motion to Set Aside Default on the grounds of mistake, inadvertence, surprise, and excusable neglect pursuant to Code of Civil Procedure § 473(b). Defendant asserts that due to financial hardship, difficulty locating counsel, and misunderstanding the filing deadline, she failed to timely file a response. It is unknown to Defendant whether a default has been entered.

The Court is not in possession of a Request for Entry of Default filed by Plaintiff or Default Judgment. Defendant's motion is denied without prejudice.

TENTATIVE RULING #8:

DEFENDANT'S MOTION IS DENIED WITHOUT PREJUDICE.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

NOTICE TO ALL PARTIES OF A REQUEST FOR ORAL ARGUMENT AND THE GROUNDS UPON WHICH ARGUMENT IS BEING REQUESTED MUST BE MADE BY TELEPHONE OR IN PERSON BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; EL DORADO COUNTY LOCAL RULE 8.05.07. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

LONG CAUSE HEARINGS MUST BE REQUESTED BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED AND THE PARTIES ARE TO PROVIDE THE COURT WITH THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. LONG CAUSE ORAL ARGUMENT REQUESTS WILL BE SET FOR HEARING ON ONE OF THE THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. THE COURT WILL ADVISE THE PARTIES OF THE LONG CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. PARTIES MAY PERSONALLY APPEAR AT THE HEARING.

August 21, 2026
Dept. 9
Civil Tentative Rulings

9.	25CV2442	ELIJAH CARON ET AL VS. DOMINICK SAGER ET AL
MOTION TO ENFORCE CONTRACTUAL HOLDOVER RENT AND MODIFY FAIR RENTAL VALUE PAYMENT ORDER		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON SEPTEMBER 4, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON AUGUST 21, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

On the Court's own motion and for the benefit of judicial economy, Defendant's Motion to Enforce Contractual Holdover Rent and Modify Fair Rental Value Payment Order is continued to September 4, 2026, at 8:30 a.m. in department nine.

TENTATIVE RULING #9:

DEFENDANTS' MOTION TO ENFORCE CONTRACTUAL HOLDOVER RENT AND MODIFY FAIR RENTAL VALUE PAYMENT ORDER IS CONTINUED TO SEPTEMBER 4, 2026, AT 8:30 A.M. IN DEPARTMENT NINE.

August 21, 2026
Dept. 9
Civil Tentative Rulings

10.	24CV1592	PATRICK J. MAIER ET AL VS. TERRENCE SPRINGER ET AL
GOOD FAITH SETTLEMENT		

On the Court's own motion, Defendants', Norcal Gold Inc., Salameh J. Naser, Lucy S. Naser, and Evelyn Calopiz-Springer, Motion to Determine Good Faith Settlement has been continued to September 11, 2026, at 8:30 a.m. in department nine.

TENTATIVE RULING #10:

DEFENDANTS' MOTION TO DETERMINE GOOD FAITH SETTLEMENT IS CONTINUED TO SEPTEMBER 11, 2026, AT 8:30 A.M. IN DEPARTMENT NINE.

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Civil Tentative Rulings

11.	25CV0178	SASHA SHAFIKHANI ET AL VS. KENNETH LEE STEERS III
MOTION TO COMPEL FURTHER DISCOVERY RESPONSES		

Pursuant to the Court's July 10, 2026, tentative ruling and order, the Parties filed a Joint Status Report regarding Plaintiff's motion to compel. The Parties have reached a full agreement narrowing the discovery disputes and neither party seeks monetary sanctions.

The Parties request the Court vacate the hearing set for August 21, 2026, as there are no issues for the Court to resolve.

TENTATIVE RULING #11:

THE HEARING SCHEDULED FOR AUGUST 21, 2026, ON PLAINTIFF'S MOTION TO COMPEL IS VACATED.

12.	26CV0764	MARY ASTOR SMITHE VS. EDIB ZILDZO ET AL
MOTION FOR REFUND OF FILING FEES AND SANCTIONS		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON SEPTEMBER 11, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON AUGUST 21, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

On June 22, 2026, Plaintiff, Mary Astor Smithe ("Plaintiff"), filed a Motion for Refund of Filing Fees and Sanctions. Plaintiff alleges that despite being granted a fee waiver by this Court, Plaintiff has been charged filing fees. Plaintiff seeks a full refund and sanctions against Legal Document Server, Inc., a non-party, in an amount the Court deems just. On July 6, 2026, Plaintiff filed a Request to Decide Motion on the Papers and to Vacate August 21, 2026 Hearing.

On March 18, 2026, Plaintiff filed a Complaint. Subsequently, Plaintiff filed a fee waiver on March 23, 2026, which was granted.

Pursuant to Government Code § 68630 et seq, the Legislature expressly declared that those who are able to pay court fees should do so, and that courts should be allowed to recover previously waived fees if a litigant has obtained a judgment or substantial settlement. This legislative policy reflects a forward-looking waiver system which is designed to remove financial barriers going forward, not to retroactively undo fees already paid.

Likewise, California Rules of Court, Rule 3.55 specifies the court fees and costs that must be waived upon granting an application for an initial fee waiver, and California Rules of Court, Rule 3.56 addresses additional court fees and costs that may be waived upon granting an application for an initial fee waiver, either at the outset or upon later application. Neither rule provides for a retroactive application or basis for refund of fees already paid prior to the waiver's approval.

As a non-party, the Court does not have jurisdiction to sanction Legal Document Server, Inc. Moreover, there is no Proof of Service on file indicating service was effectuated.

TENTATIVE RULING #12:

PLAINTIFF'S MOTION IS DENIED.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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August 21, 2026
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Civil Tentative Rulings

4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; EL DORADO COUNTY LOCAL RULE 8.05.07. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

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