1.	22CV1598	EUGENE BROWN VS. JEFF BROWN ET AL
MOTION TO ENFORCE THE COURT'S PRIOR ORDERS AND ISSUING SANCTIONS		

This matter was continued from August 7, 2026. The tentative ruling issued on August 7, 2026, remains in effect.

TENTATIVE RULING #1:

THE TENTATIVE RULING ISSUED ON AUGUST 7, 2026, REMAINS IN EFFECT.

2.	24CV0029	MARK SCHNEIDER VS. GOLD RUSH ENERGY SOLUTIONS
ATTORNEY WITHDRAWAL		

Counsel for Defendant, Gold Rush Energy Solutions, 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 Defendant at their last known was filed on July 1, 2026.

<u>A Mandatory Settlement Conference is currently scheduled for December 29, 2026. All dates are required to be listed in the proposed Order as required by California Rules of Court, Rule 3.1362(e). Additionally, the Findings and Order sections in Counsel's proposed Order are incomplete as required by California Rules of Court, Rule 3.1362(e).</u>

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).

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.

3.	24CV0908	RICHARD SALAZAR ET AL VS. HOMES DIRECT INC.
ORDER CONFIRMING ARBITRATION AWARD		

<u>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.</u>

Defendant, RWG Enterprises Inc., dba Homes Direct of Sacramento ("Defendant"), petitions the Court for an order confirming the arbitrator's award. The Award of Arbitrator was issued on May 1, 2026, and a Modification of Award was issued on May 28, 2026 (collectively the "Arbitration Award").

The Arbitration Award provides, in part, as follows:

> In summary, Respondents shall pay into escrow, after offsets for items missing and costs for repairs to the Home, the amount of $ 112,652.25. Also, Respondents shall pay to Claimant the sum of $37,294.50 for daily fees as reduced by flooring interest and arbitration fees intended to be covered by the daily fee.

Any party to an arbitration in which an award has been made may petition the court to confirm, correct or vacate the award. The petition shall name as respondents all parties to the arbitration and may name as respondents any other persons bound by the arbitration award. Code Civil Procedure § 1285.

Code of Civil Procedure § 1285.4 requires that a petition shall:

> (a) Set forth the substance of or have attached a copy of the agreement to arbitrate unless the petitioner denies the existence of such an agreement.
>
> (b) Set forth the names of the arbitrators.
>
> (c) Set forth or have attached a copy of the award and the written opinion of the arbitrators, if any.

If a petition or response under this chapter is duly served and filed, the court shall confirm the award as made, whether rendered in this state or another state, unless in accordance with this chapter it corrects the award and confirms it as corrected, vacates the award or dismisses the proceeding. Code Civil Procedure § 1286.

TENTATIVE RULING #3:

DEFENDANT'S PETITION FOR ORDER CONFIRMING ARBITRATION AWARD 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).

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.

4.	**24CV1721**	**BRETT BIRKELAND V. PROEQUITY ASSET MANAGEMENT CORPORATION**
MOTION TO BIFURCATE; MOTION TO COMPEL FURTHER RESPONSES		

This matter was continued from August 14, 2026. The tentative ruling issued on August 14, 2026, remains in effect.

TENTATIVE RULING #4:

THE TENTATIVE RULING ISSUED ON AUGUST 14, 2026, REMAINS IN EFFECT.

5.	**24CV2171**	**NATALIYA YEFIMOV VS. FRONTIER DENTAL LABORATORIES, INC.**
PRO HAC VICE		

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

Attorney Hana K. Yono applies to the Court, pursuant to California Rules of Court, Rule 9.40, to appear as counsel *pro hac vice* on behalf of Defendant Frontier Dental Laboratories, Inc. in this action. Hana K. Yono is associated with California attorney Matthew S. Disbrow. The requirements of California Rule of Court, Rule 9.40 have been met.

There is no objection. The Court intends to grant the request, however, due to failure to comply with Local Rule 7.10.05, appearances are required.

TENTATIVE RULING #5:

APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, AUGUST 28, 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.

6.	24CV2404	DEMTECH SERVICES, INC. VS. DM SOLUTIONS, INC. ET AL
DISCOVERY REFEREE / MOTION FOR TERMINATING SANCTIONS AGAINST DEF'S/ REQUEST FOR MONETARY SANCTIONS FOR $4,702.50		

Before the Court are two motions: 1) Defendants' Motion for Appointment of Discovery Referee Pursuant to CCP § 639(a); and 2) Plaintiff's Motion for Terminating Sanctions.

DISCOVERY REFEREE

Defendants, DM Solutions, Inc., David McLaury, and Owen Mackendrick (collectively "Defendants"), seek the appointment of Discovery Referee, Katherine Gallo, pursuant to Code of Civil Procedure § 639(a). Defendants contend that within one year, Plaintiff has filed eight discovery motions consisting of nearly 500 pages of moving papers, including a single 240-page motion, which overburdens judicial resources. Defendants propose that the Parties' equally share the costs of the discovery referee, with the referee having the ability to make a recommendation of a different allocation if appropriate on a motion-by-motion basis.

Plaintiff, Demtech Services, Inc. ("Plaintiff"), opposes the appointment of a discovery referee and contends that Defendants have failed to make any showing that the appointment is necessary. Plaintiff alleges that there is only one outstanding discovery motion and the Court previously granted each discovery motion and imposed sanctions, establishing they were warranted. Moreover, the Court is more familiar with the history of this case and can recognize Defendants' misrepresentations regarding Plaintiff's motion practice, as Plaintiff has only filed two distinct motions to compel and two subsequent motions to compel compliance with the Court's resulting orders. The appointment of a discovery referee would cause delay and impose financial burdens on Plaintiff.

Pursuant to Code of Civil Procedure § 639(a), the court may, upon the written motion of any party, or of its own motion, appoint a referee in the following cases pursuant to the provisions of subdivision (b) of Section 640:

> (1) When the trial of an issue of fact requires the examination of a long account on either side; in which case the referees may be directed to hear and decide the whole issue, or report upon any specific question of fact involved therein.
>
> (2) When the taking of an account is necessary for the information of the court before judgment, or for carrying a judgment or order into effect.
>
> (3) When a question of fact, other than upon the pleadings, arises upon motion or otherwise, in any stage of the action.
>
> (4) When it is necessary for the information of the court in a special proceeding.

> (5) When the court in any pending action determines that it is necessary for the court to appoint a referee to hear and determine any and all discovery motions and disputes relevant to discovery in the action and to report findings and make a recommendation thereon.

Unless both parties have agreed to a reference, the court should not make blanket orders directing *all* discovery motions to a discovery referee except in the unusual case where a majority of factors favoring reference are present. These include: (1) there are multiple issues to be resolved; (2) there are multiple motions to be heard simultaneously; (3) the present motion is only one in a continuum of many; (4) the number of documents to be reviewed (especially in issues based on assertions of privilege) make the inquiry inordinately time-consuming. In making its decision, the trial courts need consider the statutory scheme is designed only to permit reference over the parties' objections where that procedure is *necessary,* not merely convenient. (§ 639, subd. (e).) Where one or more of the above factors unduly impact the court's time and/or limited resources, the court is clearly within its discretion to make an appropriate reference. *Taggares v. Superior Court* (1998) 62 Cal.App.4th 94, 105–106 [72 Cal.Rptr.2d 387, 393], as modified (Mar. 26, 1998).

Presently at issue is one discovery motion by Plaintiff, which is an accumulation of Plaintiff's prior motions to compel due to Defendants' failure to provide code-compliant responses. The Court does not find the appointment of a discovery referee is necessary. Defendants' request for the appointment of a discovery referee is denied.

TERMINATING AND MONETARY SANCTIONS

Plaintiff moves for an order for terminating sanctions against Defendants for continuously violating the Court's discovery orders and spoliating evidence, striking Defendants' Answers to the Operative Complaint and entering default against Defendants. Plaintiff further seeks monetary sanctions in the amount of $4,702.50 against Defendants and their counsel, Pamela M. Schuur and Timothy T. Huber, for their misuse of the discovery process and willful violations of court orders.

On June 6, 2025, the Court granted the following: 1) Plaintiff's Motion to Compel Defendant DM Solution Inc.'s Responses to Plaintiff's First Set of Form Interrogatories, Special Interrogatories, Requests for Production of Documents, and Request for Sanctions; 2) Plaintiff's Motion to Compel Defendant Owen Mackendrick's Responses to Plaintiff's First Set of Form Interrogatories, Requests for Production of Documents, and Request for Sanctions; 3) Plaintiff's Motion to Compel Defendant David McLaury's Responses to Plaintiff's First Set of Form Interrogatories, Special Interrogatories, Requests for Production of Documents, Second Set of Requests for Production of Documents, and Request for Sanctions; 4) Plaintiff's Motion to Deem Matters Admitted in Plaintiff's First Set of Requests for Admission to Defendant David McLaury and Request for Sanctions.

On October 23, 2025, the Court denied Defendants' Motion for Reconsideration of the June 6, 2025, Order. Defendants' were ordered to provide code-compliant responses, without objections of the following discovery by November 21, 2025: 1) Plaintiff's First Set of Form Interrogatories, Special Interrogatories, and Requests for Production of Documents served on Defendant DM Solutions; 2) Plaintiff's First Set of Form Interrogatories and Requests for Production of Documents served on Defendant Owen Mackendrick; and 3) Plaintiff's First Set of Form Interrogatories, Special Interrogatories, Requests for Production of Documents, and Second Set of Requests for Production of Documents served on David McLaury. In addition, the Court awarded sanctions to Plaintiff from Defendants for failing to timely serve responses to Plaintiff's Form Interrogatories (Set Two), Requests for Admissions (Set Two), and Requests for Production of Documents (Set Three), necessitating the filing of a motion to compel which was thereafter rendered moot.

On March 13, 2026, the Court found Defendant McLaury willfully and purposefully disobeyed the Court's October 23, 2025, Order and ordered issue sanctions after finding monetary sanctions have not resulted in the production of the requested discovery. In addition, the Court granted Plaintiff's Motion to Compel Further Discovery Responses in compliance with the Court's October 23, 2025, Order as to all Defendants. Sanctions were awarded to Plaintiff by Defendants. Code-compliant discovery responses were ordered to be submitted without objection by April 10, 2026.

Plaintiff now alleges that Defendants have yet again failed to comply with the Court's March 13, 2026, Order. Plaintiff contends that although responses were served on April 13, 2026, the responses remain deficient for the following reasons: 1) Defendant McLaury's responses to Requests for Production of Documents, Set Two, confirm that he "may have destroyed" one of the subject USB devices containing critical evidence, yet he refuses to provide any explanation for this admitted spoilation; 2) Defendants have still not produced any documents in response to Plaintiff's Requests for Production of Documents, and failed to respond to meet and confer efforts; 3) Defendants' responses to Plaintiff's Special Interrogatories are tantamount to no response at all, as Defendants represented that they could not respond as they have not completed their review of relevant documents; and 4) Defendants written responses to Form Interrogatories remain evasive and incomplete.

Defendants argue that they complied with the Court's March 13, 2026, Order, as they provided five USB devices to Plaintiff, as the sixth no longer exists. Defendants contend that Defendants served verified responses without objections on April 10, 2026, and the Order did not require them to produce any documents. As for the spoilation issue regarding the sixth USB, Defendants contend the device was inadvertently lost and there is no evidence that Defendant McLaury intentionally destroyed the device and the issue of intentionality should be deferred to the jury at trial.

Plaintiff argues that even if the Court were to accept Defendants' assertion that the sixth USB was inadvertently destroyed the subject drive, this still constitutes spoilation as Defendants had a duty to preserve the evidence. Plaintiff asserts that it was reasonably foreseeable that Defendants' theft of trade secrets would lead to litigation and discovery of the devices Defendants used to carry out their theft. On June 28, 2024, Plaintiff sent a letter to Defendants regarding the misappropriation of confidential trade secrets and demands the preservation of evidence and ESI. The Complaint was thereafter filed on October 25, 2024.

Absent exceptional circumstances, the court shall not impose sanctions on a party or any attorney of a party for failure to provide electronically stored information that has been lost, damaged, altered, or overwritten as the result of the routine, good faith operation of an electronic information system. Code of Civil Procedure § 2023.030(f)(1).

The safe-harbor provision of section 2023.030(f)(1) does not insulate a party from discovery sanctions for the material alteration or destruction of electronically stored information if the evidence was lost when the party was under a duty to preserve it. The duty to preserve evidence arises when the party in possession and/or control of the electronically stored information was objectively aware the evidence was relevant to reasonably foreseeable future litigation, meaning the future litigation was probable or likely to arise from an event, and not merely when litigation was a remote possibility. *Victor Valley Union High School Dist. v. Superior Court* (2023) 91 Cal.App.5th 1121, 1138 [309 Cal.Rptr.3d 258, 269]

The Court finds that Defendants were under a duty to preserve all six USBs. As early as June 2024, Defendants had actual notice that future litigation was probable. Defendants' failure to preserve the evidence accordingly constitutes spoilation.

Moreover, there is a substantial history of Defendants engaging in the misuse of the discovery process. It is beyond all reasonable comprehension that Defendants assert that the Court did not require them to produce any documents. The Court expressly ordered Defendants to provide code-compliant responses to Plaintiff's Request for Production of Documents, Set One as to all Defendants, and Request for Production of Documents, Set Two as to Defendant McLaury. The Court finds that Defendants have yet again failed to comply with its prior Orders and have failed to provide code-compliant discovery responses.

Code of Civil Procedure section 2023.030, subdivision (d) provides: "The court may impose a terminating sanction by one of the following orders: [¶] (1) An order striking out the pleadings or parts of the pleadings of any party engaging in the misuse of the discovery process. [¶] (2) An order staying further proceedings by that party until an order for discovery is obeyed. [¶] (3) An order dismissing the action, or any part of the action, of that party. [¶] (4) An order rendering a judgment by default against that party." *Doppes v. Bentley Motors, Inc.* (2009) 174 Cal.App.4th 967, 992 [94 Cal.Rptr.3d 802, 823]

The discovery statutes evince an incremental approach to discovery sanctions, starting with monetary sanctions and ending with the ultimate sanction of termination. “Discovery sanctions ‘should be appropriate to the dereliction, and should not exceed that which is required to protect the interests of the party entitled to but denied discovery.’ ” (*Laguna Auto Body v. Farmers Ins. Exchange, supra,* 231 Cal.App.3d at p. 487, 282 Cal.Rptr. 530.) If a lesser sanction fails to curb misuse, a greater sanction is warranted: continuing misuses of the discovery process warrant incrementally harsher sanctions until the sanction is reached that will curb the abuse. “A decision to order terminating sanctions should not be made lightly. But where a violation is willful, preceded by a history of abuse, and the evidence shows that less severe sanctions would not produce compliance with the discovery rules, the trial court is justified in imposing the ultimate sanction.”[5] (*Mileikowsky v. Tenet Healthsystem* (2005) 128 Cal.App.4th 262, 279–280, 26 Cal.Rptr.3d 831) *Id.*

The trial court should tailor the sanction for such conduct to “fit the crime.” (*Reedy v. Bussell* (2007) 148 Cal.App.4th 1272, 1293.) The court cannot impose sanctions as punishment; the choice of sanctions should not give the moving party more than it would have gotten had the discovery been responded to. (*Doppes v. Bentley Motors, Inc.* (2009) 174 Cal.App.4th 967, 992; *Caryl Richards, Inc. v. Superior Court*, 188 Cal.App.2d 300, 303.) Before issuing terminating sanctions, the court should usually grant lesser sanctions….”(*Doppes*, supra, 174 Cal.App.4th at 99.) It is only when a party persists in disobeying the court’s orders that the ultimate sanctions of dismissing the action or entering default judgment, etc. are justified. *Deyo v. Kilbourne* (1978) 84 Cal.App.3d 771.

The Court has previously issued monetary sanctions against Defendants for failing to comply with discovery demands on three occasions and ordered issue sanctions. Defendants have had nearly a year to comply with the Court’s Orders and have failed to do so. The Court has utilized lesser sanctions without any effect. <u>The Court has no lesser options left to utilize at this point other than grant the motion for terminating sanctions, strike Defendants’ Answers to the operative Complaint, enter default against Defendants, and order sanctions in the amount of $4,702.50 against Defendants</u>.

TENTATIVE RULING #6:

DEFENDANTS’ MOTION FOR APPOINTMENT OF DISCOVERY REFEREE IS DENIED.

PLAINTIFF’S MOTION FOR TERMINATING SANCTIONS IS GRANTED. DEFENDANTS’ ANSWERS TO THE OPERATIVE COMPLAINT ARE STRICKEN AND DEFAULT SHALL BE ENTERED AGAINST DEFENDANTS. DEFENDANTS ARE ORDERED TO PAY PLAINTIFF $4,702.50 WITHIN 10 DAYS OF THE COURT’S ORDER.

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.

7.	**25CV0266**	**HEIDI PEREZ VS. COUNTY OF EL DORADO**
MOTION TO CONSOLIDATE ACTIONS		

On July 24, 2026, the Court issued its tentative ruling advising it was inclined to grant Defendant's Motion to Consolidate Actions upon stipulation or the filing of the notice of the motion in the Subrogation Action (case no. 26CV0048).

On July 27, 2026, Defendant filed the Notice of Motion to Consolidate Actions in the Subrogation Action.

TENTATIVE RULING #7:

DEFENDANT'S MOTION TO CONSOLIDATE ACTIONS 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).

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.

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8.	**25CV1681**	**JASON COLARUSSO VS. GENERAL MOTORS LLC, A DELAWARE LIMITED LIABILITY COMPANY**
MOTION TO DETERMINE THE AMOUNT OF REASONABLE ATTORNEY'S FEES, COSTS AND EXPENSES TO BE PAID BY DEFENDANT		

This matter was continued from August 7, 2026. The tentative ruling issued on August 7, 2026, remains in effect.

TENTATIVE RULING #8:

THE TENTATIVE RULING ISSUED ON AUGUST 7, 2026, REMAINS IN EFFECT.

9.	26CV0723	JONATHAN EFRIN GALLEGOS VS. PARK PLACE FINANCE, LLC ET AL
MOTION TO COMPEL DISCOVERY RESPONSES / DEMURRER / LODGING RECORDED NOTICE OF CESSATION AND CLAIMENT-SPECIFIC LIEN-DEADLINE EVIDENCE		

Before the Court are three motions: 1) Plaintiff's Motion to Compel Discovery Responses; 2) Demurrer; and 3) Plaintiff's Notice of Lodging Recorded Notice of Cessation and Claimant-Specific Lien-Deadline Evidence.

MOTION TO COMPEL

On July 2, 2026, Plaintiff filed a Motion to Compel Discovery Responses, Deem Admissions Admitted, and Consider Supporting Guarantor Evidence. At issue are the Requests for Admission served on Defendant Ellington Management Group, LLC, Requests for Production served on Park Place Finance, LLC, and Special Interrogatories served on Servis One, Inc. dba BSI Financial Services. A Notice of Lodging Supplemental Service Evidence Regarding Waiver of Discovery Objections and Compelled Responses was filed on August 14, 2026.

Plaintiff argues that Defendants failed to serve verified responses by the June 24, 2026, statutory deadline and instead were delivered on June 25, 2026. There is no dispute that Defendants, Park Place Finance, LLC, Servis One, Inc. dba BSI Financial Services, Ellington Management Group LLC (collectively "Defendants"), mailed the discovery responses on June 24, 2026, and they were received by Plaintiff on June 25, 2026.

Plaintiff is correct in that Defendants' use of FedEx Ground shipping renders Code of Civil Procedure § 1013(c) inapplicable, as it is not overnight delivery within the meaning of the provision. Additionally, Code of Civil Procedure § 1013(a) requires mail service by United States Postal Service, which is also inapplicable. The Court accordingly finds Defendants' service of the discovery responses were untimely.

To the extent that Plaintiff seeks to compel further responses, the Court does not find that the meet and confer requirements pursuant to Code of Civil Procedure §§§ 2030.300, 2031.310, and 2033.290(b)(1) were met, nor were the requirements of California Rules of Court, Rule 3.1345.

Defendants request sanctions in the amount of $903.45, as Plaintiff's filing of this motion was intended to harass Defendants. Plaintiff previously filed an ex parte application seeking the same relief, which the Court denied, yet Plaintiff nevertheless filed the motion to compel.

<u>Plaintiff's Motion to Compel Discovery Responses is denied. The Court does not find the imposition of sanctions is warranted and denies Defendants' request for sanctions</u>.

//

DEMURRER

On June 18, 2026, Defendants, Park Place Finance, LLC, Servis One, Inc. dba BSI Financial Services, Ellington Management Group, LLC, and Cheryl Mallory (collectively "Defendants"), filed a Demurrer to Plaintiff's First Amended Complaint and a Request for Judicial Notice. The Proof of Service indicates Plaintiff was served on the same date. No Proof of Service is on file indicating co-defendants were served.

California Code of Civil Procedure § 1005(b) requires that all moving and supporting papers shall be served and filed at least 16 court days before the hearing, which includes service on counsel for all parties who have appeared in the action, whether or not the motion seeks relief against such parties. *Alford v. Superior Court* (2003) 29 Cal.4th 1033, 1048 [130 Cal.Rptr.2d 672, 683, 63 P.3d 228, 238].

As Defendants failed to serve all other co-defendants, service is deemed defective. Defendants' Demurrer is denied without prejudice due to defective service.

The Court further finds that as this is a multiparty case, the Court orders Plaintiff to file and serve a list of parties within five days pursuant to California Rules of Court, Rule 3.254(a), which provides:

> Except as provided under rule 2.251 for electronic service, if more than two parties have appeared in a case and are represented by different counsel, the plaintiff or petitioner named first in the complaint or petition must:
>
> > (1) Maintain a current list of the parties and their addresses for service of notice on each party; and
> >
> > (2) Furnish a copy of the list on request to any party or the court.

Each party is ordered to comply with California Rules of Court, Rule 3.254(b), which provides:

> Except as provided under rule 2.251 for electronic service, each party must:
>
> > (1) Furnish the first-named plaintiff or petitioner with its current address for service of notice when it first appears in the action;
> >
> > (2) Furnish the first-named plaintiff or petitioner with any changes in its address for service of notice; and
> >
> > (3) If it serves an order, notice, or pleading on a party who has not yet appeared in the action, serve a copy of the list required under (a) at the same time as the order, notice, or pleading is served.

//

NOTICE OF LODGING RECORDED NOTICE OF CESSATION

On August 14, 2026, Plaintiff filed a Notice of Lodging Recorded Notice of Cessation and Claimant-Specific Lien-Deadline Evidence. It is not clear to the Court what Plaintiff seeks, nor is a "notice of lodging" a recognized procedural motion.

Plaintiff's Notice of Cessation is denied without prejudice.

TENTATIVE RULING #9:

PLAINTIFF'S MOTION TO COMPEL DISCOVERY RESPONSES IS DENIED. DEFENDANTS' REQUEST FOR SANCTIONS IS DENIED.

DEFENDANTS' DEMURRER IS DENIED WITHOUT PREJUDICE FOR DEFECTIVE SERVICE.

PLAINTIFF IS ORDERED TO FILE AND SERVE ON ALL PARTIES A LIST OF PARTIES PURSUANT TO CALIFORNIA RULES OF COURT, RULE 3.254(A) WITHIN FIVE (5) DAYS. EACH PARTY IS ORDERED TO COMPLY WITH CALIFORNIA RULES OF COURT, RULE 3.254(B).

PLAINTIFF'S NOTICE OF CESSATION 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.

10.	**26CV1828**	**AVALON KATZMAN (A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, JANIELLE KATZMAN) VS. JOHANNA BENOIT**
COMPROMISE: MINOR CLAIM		

On July 1, 2026, Janielle Katzman, a parent of the minor who is the subject of this filed an ex parte application to be appointed guardian ad litem for the purpose of this proceeding, which was approved by the Court on July 7, 2026.

This is a Petition to compromise a minor's claim. The Petition states the minor sustained air in chest cavity, blood loss, lacerations, scratches, bruising, and significant emotional distress from the dog attack/personal injury incident which occurred on December 13, 2025. <u>A copy of the accident investigation report was not filed with the Petition, as required by Local Rule 7.10.12A(4)</u>. Petitioner requests the court authorize a compromise of the minor's claim against Defendant in the gross amount of $300,000.00.

The Petition states the minor incurred $33,249.13 in medical expenses, of which the negotiated amount of $9,006.85 will be deducted from the settlement. This includes reimbursement of $15,000 in medical expenses to be paid to private health insurance. <u>Copies of invoices for the claimed medical expenses are not attached to the Petition as required by Local Rules of the El Dorado County Superior Court, Rule 7.10.12A.(6). Petitioner has not paid any of the fees or expenses for which reimbursement is requested.</u>

The Petition states that the minor has fully recovered and there are no permanent injuries. A doctor's report concerning the minor's condition and prognosis of recovery is attached, as required by Local Rules of the El Dorado County Superior Court, Rule 7.10.12A.(3).

The minor's attorney requests attorney's fees in the amount of $75,000.00, which represents 25% of the gross settlement amount. The court uses a reasonable fee standard when approving and allowing the amount of attorney's fees payable from money or property paid or to be paid for the benefit of a minor or a person with a disability. (Local Rules of the El Dorado County Superior Court, Rule 7.10.12A.(8); California Rules of Court, Rule 7.955(a)(1).) The Petition does include a Declaration by the attorney as required by California Rules of Court, Rule 7.955(c).

With respect to the $209,103.22 due to the minor, the Petition requests that the funds be deposited in insurance accounts in one or more financial institutions in this state, subject to withdrawal only on authorization of the court. See attachment 18(b)(2), which includes the name, branch, and address, of each depository.

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The net balance of proceeds for claimant includes expenses (other than medical) in the amount of $896.78. It is unclear what these expenses are for.

TENTATIVE RULING #10:

APPEARANCES ARE REQUIRED ON FRIDAY, AUGUST 28, 2026, AT 8:30AM IN DEPARTMENT NINE.

11.	25CV0901	JANEEN KIMBRIEL VS. CHELSEA M. CISCOE ET AL
MOTION TO SELL PROPERTY AND APPOINT PARTITION REFEREE / MOTION FOR RECONSIDERATION / MOTION TO STRIKE / DEMURRER		

Before the Court are the following motions: 1) Plaintiff's Motion to Sell Property and Appoint Partition Referee; 2) Plaintiff's Demurrer to Defendant's First Amended Cross-Complaint; and 3) Defendant's Motion for Reconsideration/Plaintiff's and Defendant's Motions to Strike.

MOTION FOR RECONSIDERATION/MOTION TO STRIKE

Defendant and Cross-Complainant's, Chelsea M. Ciscoe ("Defendant") moves for reconsideration of the April 15, 2026, Order granting Motion for Summary Adjudication.

Timeliness

On April 15, 2026, the Court entered an Interlocutory Judgment and Notice of Entry of Judgment. A Notice of Entry of Judgment was filed on April 16, 2026, indicating electronic service was effectuated on the same date. On April 30, 2026, Defendant filed a Motion for Reconsideration.

Plaintiff argues Defendant's motion for reconsideration is untimely pursuant to Code of Civil Procedure § 1008. Defendant had 10 days after service to file the motion, which fell on Sunday, April 26, 2026. As the deadline fell on a Sunday, the deadline rolled to Monday, April 27, 2026. As the Notice of Entry was served electronically, Defendant was given two extra court days to file the motion, providing a deadline of Wednesday, April 29, 2026.

The Declaration of Crystal Phimmasene provides that she attempted to file the motion on April 29, 2026, but that the filing was rejected because it was submitted as a "motion for summary judgment," which required a reservation and filing fee. Upon notice of the rejection, Ms. Phimmasene subsequently corrected the filing and filed the motion on April 30, 2026.

In *Lazar v. Bishop* (2024) 107 Cal.App.5th 668, 676, the court deemed a notice of appeal timely filed where it was submitted before the filing deadline but rejected due to a technical issue with electronic filing, and counsel promptly refiled the same day counsel received the rejection. Similarly here, Defendant attempted to file the motion on April 29, 2026, but it was rejected due to a technical issue with electronic filing. Upon notice of the error, Defendant acted diligently to file the motion the same date as receipt. The Court accordingly finds Defendant's motion is timely.

Request for Judicial Notice

Defendant seeks judicial notice of the following: 1) April 16, 2026, Notice of Entry of Order; 2) January 30, 2026, Compendium of Evidence in Opposition to Summary Adjudication; 3)

March 20, 2026, Minute Order, Tentative Ruling, and signed Order on Motion for Leave to File Cross-Complaint; and 4) February 9, 2026, Plaintiff's Evidentiary Objections and Motion to Strike the Declaration of Chelsea M. Ciscoe in Support of Plaintiff's Motion for Summary Adjudication.

Judicial notice is a mechanism which allows the Court to take into consideration matters which are presumed to be indisputably true. California Evidence Code Sections 451, 452, and 453 govern the circumstances in which judicial notice of a matter may be taken. While Section 451 provides a comprehensive list of matters that must be judicially noticed, Section 452 sets forth matters which *may* be judicially noticed, including, but not limited to, "[r]ecords of (1) any court of this state or (2) any court of record of the United States or of any state of the United States."

Section 452 provides that the court "may" take judicial notice of the matters listed therein, while Section 453 provides a caveat that the court "shall" take judicial notice of any matter "specified in Section 452 if a party requests it and: (a) Gives each adverse party sufficient notice of the request…to enable such adverse party to prepare to meet the request; and (b) Furnishes the court with sufficient information to enable it to take judicial notice of the matter." Cal. Evid. Code § 453.

While the requests made by Defendant fall within the purview of Section 452, matters which *may* be judicially noticed, the Court does find that Defendant provided Plaintiff and the Court sufficient notice of the request and copies of the documents requested to be noticed. As such, Defendant has satisfied the requirements of Evidence Code § 453 and the request for judicial notice is granted.

<u>Plaintiff's Objections and Motion to Strike</u>

Plaintiff moves to strike 1) the new Supplemental Declarations from Defendant's counsel filed June 18, 2026; 2) the additional Request for Judicial Notice filed June 28, 2026; and 3) all related new arguments relying on these materials. Plaintiff's sole basis for this motion is on the grounds that the underlying Motion for Reconsideration was untimely.

<u>As the Court has ruled the motion was timely, Plaintiff's objections are deemed moot</u>.

<u>Defendant's Objections and Motion to Strike</u>

Defendant objects to and moves to strike portions of Plaintiff's Opposition to Defendant's Motion for Reconsideration on the grounds of violating California Rule of Court, Rule 3.1113(k) for failing to specify what exhibit, page, or line is being referenced, thereby prejudicing Defendant and the Court's ability to analyze this quotation in its full context.

All references to exhibits or declarations in supporting or opposing papers must reference the number or letter of the exhibit, the specific page, and, if applicable, the paragraph or line number. California Rules of Court, Rule 3.1113(k).

Statements in a memorandum of points and authorities are not evidence. “Objections” to such statements are therefore ineffectual. *Cole v. Town of Los Gatos* (2012) 205 Cal.App.4th 749, 767 [140 Cal.Rptr.3d 722, 737]. A trial court may decline to consider an argument that does not comply with rule 3.1113 of the California Rules of Court. *Nationwide Ins. Co. of America v. Tipton* (2023) 91 Cal.App.5th 1355, 1365 [308 Cal.Rptr.3d 881, 887].

Although facially entitled an “opposition,” Plaintiff’s opposition is substantively a memorandum. Thus, the statements made within are not evidence and objections to such statements are ineffectual. Moreover, the Court has the discretion to decline considering Defendant’s objections and motions to strike on the grounds of violations California Rules of Court, Rule 3.1113(k).

Defendant’s objections and motion to strike is denied.

Motion for Reconsideration

Defendant moves for reconsideration pursuant to Code of Civil Procedure §§ 1008(a) and 473 on the grounds that (1) the instant Motion places different and correct facts before the Court which it did not consider in making its prior Order due to attorney mistake, inadvertence, and/or excusable neglect; and (2) out of an abundance of caution, the Court’s plenary authority to consider whether the April 15, 2026 Order at issue was inconsistent with the Court’s March 20, 2026 Order Granting Defendant Leave to File a Cross-Complaint.

Defendant argues that due to attorney mistake, inadvertence, and/or excusable neglect, Defendant’s Declaration in opposition to summary adjudication incorrectly stated Defendant thought Plaintiff would remove herself from “title” after six months, when in fact the statement made by Defendant was that she would remove herself from the “note” six months after close of escrow. Defendant contends that when signing the original Declaration, she intended to express her belief that she would be sole legal owner of the Property and Plaintiff would not have any legal ownership interest in the Property. Additionally, Defendant believed that Plaintiff would remove herself from any documents six months after the close of escrow referred to her being a co-signor on the loan, not that she had an ownership interest in the Property.

The Declaration of Defendant’s Former Attorney Cathleen Noche provides that in drafting Plaintiff’s Declaration in opposition to Plaintiff’s Motion for Summary Adjudication, she accidentally made a typographical error using the word “title” instead of “note” on page 2, lines 5-6, which read: “Around the time of closing, Plaintiff made statements that she intended on removing herself from title after six months.” (emphasis added).

Defendant argues that the Court’s tentative ruling, which was adopted by the April 15, 2026, Order hinged upon her use of the word “title” in her Declaration, which had accordingly blown her statutes of limitations. Had the Declaration stated Defendant believed Plaintiff would remove herself from the “note”, there would be no evidence of awareness triggering the delayed discovery statute of limitations as of June 2020. Defendant's lack of awareness in June 2020 that Plaintiff would take an ownership interest in the Property creates a triable issue of material fact defeating a statute of limitations defense on summary adjudication.

Plaintiff argues that Defendant has failed to provide any evidence of any new or different facts, circumstances, or law, as Defendant raised all issues in her current papers at the prior hearing on December 9, 2025. Additionally, Defendant's "corrected" statements contradict the text messages attached to her moving papers.

A motion for reconsideration under Code of Civil Procedure § 1008(a) requires the moving party to present "new or different facts, circumstances, or law" that were not available at the time of the original order. The moving party must also provide a satisfactory explanation for why the new information was not produced at the time of the original motion. See *New York Times Co. v. Superior Court,* 135 Cal.App.4th 206, 212 (2005); *Even Zohar Construction & Remodeling, Inc. v. Bellaire Townhouses, LLC,* 61 Cal.4th 830, 839 (2015). Facts of which a party seeking reconsideration was aware at the time of the original ruling are not "new or different facts," as would support a trial court's grant of reconsideration. *People v. Safety National Casualty Corp.* (2010) 186 Cal.App.4th 959, 974 [112 Cal.Rptr.3d 581, 592].

A declaration from a different individual is not tantamount to a new or different fact, circumstance, or law. *People v. Safety National Casualty Corp.* (2010) 186 Cal.App.4th 959, 973 [112 Cal.Rptr.3d 581, 592]. In *People v. Safety National Casualty Corp.,* the court found that the declaration of a different individual describing the employee's duties and office procedures for handling forfeiture notices was not "new" information as required to support a motion for reconsideration. *Id*.

The general relief mechanism provided in Code of Civil Procedure § 473 cannot be relied on as a basis for reconsideration pursuant to Code of Civil Procedure § 1008, as it would undermine the intent of the Legislature. *Gilberd v. AC Transit* (1995) 32 Cal.App.4th 1494, 1501 [38 Cal.Rptr.2d 626, 630], as modified on denial of reh'g (Apr. 3, 1995).

Defendant has not established new or different facts, circumstances, or law within the meaning of Code of Civil Procedure § 1008. The text messages upon which Defendant relies were previously submitted to and received by the Court in connection with the prior summary-adjudication proceedings. The fact that the Court did not reach the admissibility of those communications because it determined that Defendant's claims were barred by the applicable statutes of limitation does not render the evidence "new" for purposes of § 1008.

Defendant's reliance upon former counsel's declaration pursuant to Code of Civil Procedure § 473 concerning the alleged typographical error likewise does not establish compliance with §1008. The underlying facts of what Defendant actually expected and when was known to Defendant at the time of the original ruling. An amended declaration does not introduce any fact that was previously unknown or unavailable; it merely re-characterizes evidence which was already in Defendant's possession. To that extent, Defendant's Motion for Reconsideration is denied.

However, upon due consideration, the Court finds that the granting of the Interlocutory Judgment and Summary Adjudication was erroneous. The Court did not intend to adopt Plaintiff's position that the governing statutes require the Court to grant the relief Plaintiff seeks or that Defendant's claims and defenses are barred as a matter of law. Rather, the Court concludes that the prior ruling did not sufficiently consider the relevant facts and was based, in part, upon an incorrect interpretation of the applicable statutory provisions that the Court does not adopt.

A trial court has the inherent power to reconsider a prior ruling based on its own realization that the ruling was erroneous and not based upon a determination that the motion to reconsider should itself be granted on its merits. *See In re Marriage of Barthold* (2008) 158 Cal.App.4th 1301, 1308 [70 Cal.Rptr.3d 691, 696]; *Le Francois v. Goel (*2005) 35 Cal.4th 1094, 1103 [29 Cal.Rptr.3d 249, 257, 112 P.3d 636, 642], as modified (June 10, 2005).

To preclude courts from sua sponte reconsideration of their own rulings "would directly and materially impair and defeat the court's most basic functions, exercising its discretion to rule upon controversies between the parties and ensuring the orderly administration of justice." *Abassi v. Welke* (2004) 118 Cal.App.4th 1353, 1359 [14 Cal.Rptr.3d 336, 340], as modified (May 27, 2004), as modified (June 22, 2004). Therefore, the only requirement of the court is that it exercise "due consideration" before modifying, amending, or revoking its prior orders.'" *Id.* at 1360.

Accordingly, the Court sua sponte vacates its prior order granting Summary Adjudication and the Interlocutory Judgment.

MOTION TO SELL PROPERTY

Plaintiff moves for an order directing the sale of the Subject Property located at 120 Meadowlark Court, Placerville, CA 95667 and appointing Franco Garcia, of Garcia Real Estate as the Partition Referee to market and sell the Property based upon the entering of the Interlocutory Judgment.

As the Court has vacated the Interlocutory Judgment and order granting Summary Adjudication, Plaintiff's request is denied.

DEMURRER

Plaintiff/Cross-Defendant, Janeen Kimbriel ("Plaintiff"), demurrers to Defendant/Cross-Complainant's, Chelsea M. Ciscoe ("Defendant"), First Amended Cross-Complaint ("FACC"). On June 12, 2026, Defendant filed an opposition. Plaintiff filed a Reply on June 22, 2026.

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Request for Judicial Notice

Defendant seeks judicial notice of the following: 1) Defendant's First Amended Cross-Complaint (excluding exhibits); 2) March 20, 2026, Minute Order, Tentative Ruling, and Signed Order on Motion for Leave to File Cross-Complaint; 3) Plaintiff Janeen Kimbriel's Opposition to Motion for Leave to File a Cross-Complaint.

Judicial notice is a mechanism which allows the Court to take into consideration matters which are presumed to be indisputably true. California Evidence Code Sections 451, 452, and 453 govern the circumstances in which judicial notice of a matter may be taken. While Section 451 provides a comprehensive list of matters that must be judicially noticed, Section 452 sets forth matters which *may* be judicially noticed, including, but not limited to, "[r]ecords of (1) any court of this state or (2) any court of record of the United States or of any state of the United States."

Section 452 provides that the court "may" take judicial notice of the matters listed therein, while Section 453 provides a caveat that the court "shall" take judicial notice of any matter "specified in Section 452 if a party requests it and: (a) Gives each adverse party sufficient notice of the request…to enable such adverse party to prepare to meet the request; and (b) Furnishes the court with sufficient information to enable it to take judicial notice of the matter." Cal. Evid. Code § 453.

While the requests made by Defendant fall within the purview of Section 452, matters which *may* be judicially noticed, the Court does find that Defendant provided Plaintiff and the Court sufficient notice of the request and copies of the documents requested to be noticed. As such, Defendant has satisfied the requirements of Evidence Code § 453 and the request for judicial notice is granted.

Meet and Confer Requirement

Code of Civil Procedure §430.41(a) provides: Before filing a demurrer pursuant to this chapter, the demurring party shall meet and confer in person or by telephone with the party who filed the pleading that is subject to demurrer for the purpose of determining whether an agreement can be reached that would resolve the objections to be raised in the demurrer.

Code of Civil Procedure §430.41(a)(3):

> The demurring party shall file and serve with the demurrer a declaration stating either of the following:
>
> (A) The means by which the demurring party met and conferred with the party who filed the pleading subject to demurrer, and that the parties did not reach an agreement resolving the objections raised in the demurrer.

(B) That the party who filed the pleading subject to demurrer failed to respond to the meet and confer request of the demurring party or otherwise failed to meet and confer in good faith.

Dumas v. Los Angeles County Bd. of Supervisors (2020) 45 Cal. App. 5th 348 ("If, upon review of a declaration under section 430.41, subdivision (a)(3), a court learns no meet and confer has taken place, or concludes further conferences between counsel would likely be productive, it retains discretion to order counsel to meaningfully discuss the pleadings with an eye toward reducing the number of issues or eliminating the need for a demurrer, and to continue the hearing date to facilitate that effort").

Based on the Declaration of Matthew Ramirez, counsel attempted to meet and confer with Defendant prior to filing, but the dispute could not be resolved.

Background

On April 29, 2026, Defendant filed an Amended Cross-Complaint for the following causes of action: 1) Quiet Title; 2) Intentional Misrepresentation; 3) Negligent Misrepresentation; 4) Fraud in the Inducement; 5) Breach of Fiduciary Duty; 6) Civil Theft (Penal Code section 496); 7) Constructive Trust; 8) Resulting Trust; 9) Equitable Estoppel; and 10) Declaratory Relief.

On April 15, 2026, the Court entered an Interlocutory Judgment and Notice of Entry of Judgment which ordered Plaintiff and Defendant were equal joint tenants of the Subject Property and Plaintiff has a right to partition the Subject Property as a matter of law. The Court adopted its tentative ruling issued on February 20, 2026. The Court thereafter sua sponte vacated the Interlocutory Judgment and Summary Adjudication.

Legal Principles

[A] demurrer challenges only the legal sufficiency of the complaint, not the truth or the accuracy of its factual allegations or the plaintiff's ability to prove those allegations." (*Amarel v. Connell* (1998) 202 Cal.App.3d 137, 140.) A demurrer is directed at the face of the complaint and to matters subject to judicial notice. (Code Civ. Proc., § 430.30, subd. (a).) All properly pleaded allegations of fact in the complaint are accepted as true, however improbable they may be, but not the contentions, deductions or conclusions of facts or law. (*Blank v. Kirwan* (1985) 39 Cal.3d gives "the complaint a reasonable interpretation, reading it as a whole and its parts in their context." (Blank, supra, 39 Cal.3d at p. 318.)

Discussion

Plaintiff generally demurrers to FACC pursuant to Code of Civil Procedure §§ 430.10(e) and 430.10(f) and specially demurrers, to the First through Tenth Causes of Action on the following grounds: 1) Res judicata; 2) Statutes of limitations; and 3) Real property doctrines.

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1. <u>Res Judicata</u>

Plaintiff argues that Defendant's First through Tenth Causes of Action are barred under the doctrine of res judicata pursuant to the Interlocutory Judgment issued on April 15, 2026. <u>As the Court has vacated the Interlocutory Judgement, the Court finds Plaintiff's argument moot</u>.

2. <u>Statute of Limitations</u>

Plaintiff argues the statutes of limitations bars Defendant's causes of action. Plaintiff contends that all causes of action are supported by Defendant's allegation that she acquired the Property with Plaintiff in June 2020 and that there were supposed to be documents to remove Plaintiff's name "within six months" – effectively December 2020. The statute of limitations to enforce oral contract, to rescind a deed for fraud or mistake, or to cancel an instrument, is two, three, or four years, respectively.

Plaintiff further argues the delayed discovery rule is inapplicable, as Defendant does not specially plead the inability to have made earlier discovery despite reasonable diligence. As the alleged injury is based principally on a publicly recorded document, the Court must find Defendant had constructive and/or inquiry notice and therefore presumptive knowledge which precludes any use of the delayed discovery doctrine.

Defendant argues that Plaintiff ignores factual allegations of delayed discovery contained within the FACC. Defendant contends that Plaintiff made misrepresentations within her capacity as Defendant's fiduciary to actively conceal Plaintiff fraudulently inserting herself onto title as a joint tenant. Defendant did not discover there may be an issue with title until November 30, 2024, upon receipt of an email from Plaintiff.

The Legislature has not established a specific statute of limitations for actions to quiet title. (*Muktarian v. Barmby* (1965) 63 Cal.2d 558, 560, 47 Cal.Rptr. 483, 407 P.2d 659 (*Muktarian*).) Therefore, courts refer to the underlying theory of relief to determine the applicable period of limitations. (*Ibid.;* see 53 Cal.Jur.3d (2012) Quieting Title, § 34, pp. 412-413.) An inquiry into the underlying theory requires the court to identify the nature (i.e., the "gravamen") of the cause of action. (*Hensler v. City of Glendale* (1994) 8 Cal.4th 1, 22, 32 Cal.Rptr.2d 244, 876 P.2d 1043.) Generally, the most likely time limits for a quiet title action are the five-year limitations period for adverse possession, the four-year limitations period for the cancellation of an instrument, or the three-year limitations period for claims based on fraud and mistake. *Salazar v. Thomas* (2015) 236 Cal.App.4th 467, 476–477 [186 Cal.Rptr.3d 689, 694–695], as modified on denial of reh'g (May 28, 2015)

"[N]o statute of limitations runs against a plaintiff seeking to quiet title while he is in possession of the property. [Citations.] In many instances one in possession would not know of dormant adverse claims of persons not in possession. [Citation.] Moreover, even if, as here, the party in possession knows of such a potential claimant, there is no reason to put him to the expense and inconvenience of litigation *until such a claim is pressed against him.* [Citation.]" (*Muktarian, supra,* 63 Cal.2d at p. 560, 47 Cal.Rptr. 483, 407 P.2d 659, fn. omitted, italics added.) Thus, mere notice of an adverse claim is not enough to commence the owner's statute of limitations. *Id.* at 477–478.

The gravamen of the Quiet Title cause of action is based on fraud, therefore imputing a three-year statute of limitations. However, Plaintiff moved out of the Property in or around October 2022 and Defendant remained in exclusive possession. Plaintiff did not press an adverse claim against Defendant until filing a Complaint on April 7, 2025. Accordingly, the three-year statute of limitations for Defendant's Quiet Title Cause of action began on April 7, 2025.

For intentional and negligent misrepresentation, fraud in the inducement, breach of fiduciary duty sounded in fraud, and a civil claim under Penal Code § 496, the three-year statute of limitations pursuant to Code of Civil Procedure § 338(d) applies. Constructive trust, resulting trust, equitable estoppel, and declaratory relief are remedial or equitable in nature and typically borrow the limitations period of the underlying substantive claim.

Code of Civil Procedure § 338 codifies the delayed discovery rule, providing that a cause of action for fraud is not to be deemed to have accrued until the discovery, by the aggrieved party, of the facts constituting the fraud or mistake. "Actual discovery" does not include constructive knowledge imputed by law. *Id*.

In order to rely on the discovery rule for delayed accrual of a cause of action, "[a] plaintiff whose complaint shows on its face that his claim would be barred without the benefit of the discovery rule must specifically plead facts to show (1) **the time and manner of discovery *and*** (2) **the inability to have made earlier discovery despite reasonable diligence**." (*McKelvey v. Boeing North American, Inc.* (1999) 74 Cal.App.4th 151, 160, 86 Cal.Rptr.2d 645.) In assessing the sufficiency of the allegations of delayed discovery, the court places the burden on the plaintiff to "show diligence"; "conclusory allegations will not withstand demurrer." (*Ibid.*) *Fox v. Ethicon Endo-Surgery, Inc.* (2005) 35 Cal.4th 797, 808 [27 Cal.Rptr.3d 661, 668, 110 P.3d 914, 920–921] (emphasis added).

"It is necessary for a plaintiff to allege facts showing that suit was brought within a reasonable time after discovery of the fraud without unnecessary delay and that failure to make the discovery sooner was not due to negligence." (*Seeger, supra,* 18 Cal.2d 409, 418, 115 P.2d 977.) *Alfaro v. Community Housing Improvement System & Planning Assn., Inc.* (2009) 171 Cal.App.4th 1356, 1391 [124 Cal.Rptr.3d 271, 302], as modified on denial of reh'g (Mar. 18, 2009).

"Although the general rules relating to pleading and proof of facts excusing a late discovery of fraud remain applicable, it is recognized that in cases involving such a [fiduciary] relationship facts which would ordinarily require investigation may not excite suspicion, and that the same degree of diligence is not required." (*Hobart v. Hobart Estate Co.* (1945) 26 Cal.2d 412, 440, 159 P.2d 958; cf. *Alliance Mortgage Co. v. Rothwell, supra,* 10 Cal.4th 1226, 1240, 44 Cal.Rptr.2d 352, 900 P.2d 601.) A person in a fiduciary relationship may relax, but not fall asleep. "[I]f she became aware of facts which would make a reasonably prudent person suspicious, she had a duty to investigate further, and she was charged with knowledge of matters which would have been revealed by such an investigation." (*Miller v. Bechtel Corp*. (1983) 33 Cal.3d 868, 875, 191 Cal.Rptr. 619, 663 P.2d 177 [husband and wife].) *Alfaro v. Community Housing Improvement System & Planning Assn., Inc.* (2009) 171 Cal.App.4th 1356, 1394 [124 Cal.Rptr.3d 271, 305], as modified on denial of reh'g (Mar. 18, 2009).

The Court does not find that Defendant has adequately plead facts to support why earlier discovery could not have been made despite reasonable diligence. On or about June 23, 2020, the Parties acquired their interests in the Property as joint tenants through a Grant Deed. Defendant alleged that on November 30, 2024, she received an email from Plaintiff which was the first time Defendant understood Plaintiff might claim ownership. Defendant does not provide sufficient facts to support why she did not learn of this sooner. Although a fiduciary relationship exists which reduces Defendant's burden of discovery, it does not eliminate Defendant's requirement to plead specific facts showing that despite the fiduciary relationship and reasonable diligence, earlier discovery was not possible.

Accordingly, the Court sustains Plaintiff's demurrer as to the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action with leave to amend. The Court does not find the statute of limitations has run on the First and Tenth Causes of Action and therefore overrules Plaintiff's demurrer as to those respective causes of action.

3. Real Property Doctrines

Plaintiff contends that Defendant seeks to challenge Plaintiff's title to the property in the FACC by asserting Plaintiff made a promise to Defendant that Defendant would be the sole owner, and/or that Plaintiff would only hold an interest in the Property for six months, which are barred under substantive law governing real property: 1) parol evidence rule; 2) equal dignities rule; 3) merger doctrine; and 4) statute of frauds writing requirement.

The real property doctrines Plaintiff raises all turn on factual questions about whether fraud occurred and the nature of the Parties' representations. As Defendant has alleged fraud in the procurement of the deed, these are questions of fact which cannot be resolved on demurrer.

TENTATIVE RULING #11:

PLAINTIFF'S OBJECTIONS AND MOTION TO STRIKE IS DEEMED MOOT. DEFENDANT'S OBJECTIONS AND MOTION TO STRIKE IS DENIED.

DEFENDANT'S MOTION FOR RECONSIDERATION IS DENIED.

THE COURT SUA SPONTE VACATES THE APRIL 15, 2026, INTERLOCUTORY JUDGMENT AND GRANTING OF SUMMARY ADJUDICATION.

PLAINTIFF'S MOTION TO SELL PROPERTY AND APPOINT PARTITION REFEREE IS DENIED.

PLAINTIFF'S DEMURRER AS TO THE SECOND THROUGH NINTH CAUSES OF ACTION IS SUSTAINED WITH LEAVE TO AMEND. PLAINTIFF'S DEMURRER TO THE FIRST AND TENTH CAUSES OF ACTION IS OVERRULED.

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.

12.	**25CV1097**	**PHILLIP LIIMATTA ET AL VS. JOHN WILLIAM EVANS ET AL**
MOTION FOR PROTECTIVE ORDER AND SANCTIONS		

Pursuant to the Court's tentative ruling issued on July 17, 2026, the Parties filed a Joint Status Report on August 21, 2026.

MOTION FOR PROTECTIVE ORDER – JOHN WILLIAM EVANS

Defendant, John William Evans ("Defendant"), moves for an order limiting Plaintiff, Lauren Liimatta ("Plaintiff"), Special Interrogatories, Set One, and Inspection Demands, Set One (collectively the "Requests") served on February 22, 2026. Defendant's motion originally had the following Requests at issue: Special Interrogatories numbers 90, 91, 92, 93, 94, 95, 99, 100, 101, 102, 103, 104, 105, 106, and Inspection Demands Nos. 17, 18, 19, 20, 21, 22, 23, 24, 25, 62, 63. Defendant seeks sanctions in the amount of $1,740.00.

The Status Report identifies all Special Interrogatory Requests remain at issue, as well as Inspection Demands Nos. 18, 19, 20, 21, 22, 23, 62, 63. The Status Report did not explain the amount of monetary sanctions sought and the reasons why as required by the Court's prior tentative ruling.

Special Interrogatories

SPECIAL INTERROGATORY NO. 90: State all facts RELATING TO any negative reviews, complaints, claims, expressions of concerns, or objections that YOU ever received from any customer or property owner RELATING to YOUR WORK during the last ten (10) years.

SPECIAL INTERROGATORY NO. 91: IDENTIFY all PERSONS with knowledge of facts RELATING TO any negative reviews, complaints, claims, expressions of concerns, or objections that YOU ever received from any customer or property owner RELATING to YOUR WORK during the last ten (10) years.

SPECIAL INTERROGATORY NO. 92: IDENTIFY all DOCUMENTS RELATING TO any negative reviews, complaints, claims, expressions of concerns, or objections that YOU ever received from any customer or property owner RELATING to YOUR WORK during the last ten (10) years.

SPECIAL INTERROGATORY NO. 93: State all facts RELATING TO any lawsuits, demand letters, or State of California, Contractors State License Board complaints, brought by any customer or property owner against YOU during the last ten (10) years RELATING TO WORK YOU performed.

SPECIAL INTERROGATORY NO. 94: IDENTIFY all PERSONS with knowledge of facts RELATING TO any lawsuits, demand letters, or State of California, Contractors State License Board complaints, brought by any customer or property owner against YOU during the last ten (10) years RELATING TO WORK YOU performed.

SPECIAL INTERROGATORY NO. 95: IDENTIFY all DOCUMENTS RELATING TO any lawsuits, demand letters, or State of California, Contractors State License Board complaints, brought by any customer or property owner against YOU during the last ten (10) years RELATING TO WORK YOU performed.

The Court finds Special Interrogatory numbers 90-95 are overbroad as to time and scope. The Court grants Defendant's motion in part. Special Interrogatory numbers 90-95 are narrowed to the same or similar work from January 1, 2018, to the date the Special Interrogatory was served on Defendant.

SPECIAL INTERROGATORY NO. 99: For each project on which YOU performed residential drainage WORK during the last ten (10) years, state all facts sufficient to indicate the address where the project occurred, and the nature of the WORK and approximate dates the WORK was performed.

SPECIAL INTERROGATORY NO. 100: For each project on which YOU performed residential drainage WORK during the last ten (10) years, IDENTIFY the PERSONS for whom YOU performed the WORK for.

SPECIAL INTERROGATORY NO. 101: For each project on which YOU performed French drain WORK during the last ten (10) years, state all facts sufficient to indicate the address where the project occurred, and the nature of the WORK and approximate dates the WORK was performed.

SPECIAL INTERROGATORY NO. 102: For each project on which YOU performed French drain WORK during the last ten (10) years, IDENTIFY the PERSONS for whom YOU performed the WORK for.

SPECIAL INTERROGATORY NO. 103: For each project on which YOU performed driveway concrete WORK during the last ten (10) years, state all facts sufficient to indicate the address where the project occurred, and the nature of the WORK and approximate dates the WORK was performed.

SPECIAL INTERROGATORY NO. 104: For each project on which YOU performed driveway concrete WORK during the last ten (10) years, IDENTIFY the PERSONS for whom YOU performed the WORK for.

SPECIAL INTERROGATORY NO. 105: For each project on which YOU performed retaining wall WORK during the last ten (10) years, state all facts sufficient to indicate the address where the project occurred, and the nature of the WORK and approximate dates the WORK was performed.

SPECIAL INTERROGATORY NO. 106: For each project on which YOU performed retaining wall WORK during the last ten (10) years, IDENTIFY the PERSONS for whom YOU performed the WORK for.

The Court finds Special Interrogatory numbers 99-106 are overbroad as to time and scope. The Court grants Defendant's motion in part. Special Interrogatory numbers 99-106 are narrowed to January 1, 2018, to the date the Special Interrogatory was served on Defendant. The Requests shall not include the disclosure of a third party's private financial information.

Inspection Demands

INSPECTION DEMAND NO. 18: All DOCUMENTS constituting marketing, advertising, or promotional materials used by YOU from January 1, 2020, to the present, including website pages, social media postings, online advertisements, flyers, business cards, and brochures, that reference or RELATE TO WORK, concrete work, drainage work, retaining walls, or similar services, whether under the names "Classic Concrete," "Evans Classic Concrete," "JD&E Services L.L.C.," or any other business name.

The Court finds Inspection Demand No. 18 is overbroad as to scope. The Court grants Defendant's motion in part. Inspection Demand No. 18 is narrowed to the same or similar work.

INSPECTION DEMAND NO. 19: All DOCUMENTS reflecting or evidencing social media posts, online reviews, or other publicly available online content created or controlled by YOU that depict or describe WORK at the SUBJECT PROPERTY or that YOU contend demonstrate YOUR experience or expertise in drainage design, French drains, concrete flatwork, or retaining walls.

The Court finds Inspection Demand No. 19 is overbroad as to time. The Court grants Defendant's motion in part. Inspection Demand No. 19 is narrowed to January 1, 2020, to the date the Inspection Demand was served on Defendant.

INSPECTION DEMAND NO. 20: All DOCUMENTS constituting contracts, proposals, bids, or estimates between YOU and any other customer from January 1, 2020, to the present for residential drainage WORK, French drains, driveway concrete, or retaining walls, sufficient to show the nature and frequency of similar WORK YOU performed.

The Court finds Inspection Demand No. 20 overbroad as to time and scope and unduly oppressive. The Court grants Defendant's motion in part. Inspection Demand No. 20 is narrowed to identify the nature, approximate date, and frequency of the same or substantially similar projects, with customer-identifying and financial information protected or redacted as appropriate from January 1, 2020, to the date the Inspection Demand was served on Defendant.

INSPECTION DEMAND NO. 21: All DOCUMENTS constituting invoices, receipts, or other documents reflecting the sale of drainage-related materials, catch basins, piping, and other consumer goods to any customer from January 1, 2020, to the present, sufficient to show the nature and frequency of such sales.

The Court finds Inspection Demand No. 21 overbroad as to time and scope and unduly oppressive. The Court grants Defendant's motion in part. Inspection Demand No. 21 is narrowed to identify all sales of drainage-related materials, catch basins, piping, and other consumer goods, with customer-identifying and financial information protected or redacted as appropriate from January 1, 2020, to the date the Inspection Demand was served on Defendant.

INSPECTION DEMAND NO. 22: All DOCUMENTS constituting written complaints, claims, demand letters, or notices (formal or informal) made by any customer or property owner against YOU from January 1, 2018, to the present alleging defective WORK, defective drainage WORK, defective concrete WORK, unlicensed contracting, misrepresentation of licensing status, or similar conduct.

INSPECTION DEMAND NO. 23: All DOCUMENTS constituting pleadings, discovery responses, settlement agreements, or judgments in any prior or pending lawsuit or arbitration involving allegations of defective WORK, defective drainage WORK, defective concrete WORK, unlicensed contracting, or misrepresentation of contractor licensing status asserted against YOU from January 1, 2018, to the present.

INSPECTION DEMAND NO. 62: All DOCUMENTS identified in YOUR response to plaintiff Lauren Liimatta's Special Interrogatories (Set One) No. 92.

INSPECTION DEMAND NO. 63: All DOCUMENTS identified in YOUR response to plaintiff Lauren Liimatta's Special Interrogatories (Set One) No. 95.

Defendant's motion is denied as to Inspection Demand numbers 22, 23, 62, and 63.

Sanctions

Defendant's and Plaintiff's requests for sanctions are denied.

MOTION FOR PROTECTIVE ORDER – JARED EVANS

Defendant, Jared Evans ("Defendant"), moves for an order limiting Plaintiff, Lauren Liimatta ("Plaintiff"), Special Interrogatories, Set One, and Inspection Demands, Set One (collectively the "Requests") served on February 22, 2026. Defendant's motion originally had the following Requests at issue: Special Interrogatories numbers 87, 88, 89, 90, 91, 92, 96, 97, 98, 99, 100, 101, 102, 103, and Inspection Demands Nos. 7, 18, 19, 20, 21, 22, 23, 24, 25, 61, 62, 63. Defendant seeks sanctions in the amount of $1,740.00.

The Status Report identifies all Special Interrogatory Requests remain at issue, as well as Inspection Demands Nos. 18, 19, 20, 21, 22, 23, 61, and 62. The Status Report did not explain the amount of monetary sanctions sought and the reasons why as required by the Court's prior tentative ruling.

Special Interrogatories

SPECIAL INTERROGATORY NO. 87: State all facts RELATING TO any negative reviews, complaints, claims, expressions of concerns, or objections that YOU ever received from any customer or property owner RELATING to YOUR WORK during the last ten (10) years.

SPECIAL INTERROGATORY NO. 88: IDENTIFY all PERSONS with knowledge of facts RELATING TO any negative reviews, complaints, claims, expressions of concerns, or objections that YOU ever received from any customer or property owner RELATING to YOUR WORK during the last ten (10) years.

SPECIAL INTERROGATORY NO. 89: IDENTIFY all DOCUMENTS RELATING TO any negative reviews, complaints, claims, expressions of concerns, or objections that YOU ever received from any customer or property owner RELATING to YOUR WORK during the last ten (10) years.

SPECIAL INTERROGATORY NO. 90: State all facts RELATING TO any lawsuits, demand letters, or State of California, Contractors State License Board complaints, brought by any customer or property owner against YOU during the last ten (10) years RELATING TO WORK YOU performed.

SPECIAL INTERROGATORY NO. 91: IDENTIFY all PERSONS with knowledge of facts RELATING TO any lawsuits, demand letters, or State of California, Contractors State License Board complaints, brought by any customer or property owner against YOU during the last ten (10) years RELATING TO WORK YOU performed.

SPECIAL INTERROGATORY NO. 92: IDENTIFY all DOCUMENTS RELATING TO any lawsuits, demand letters, or State of California, Contractors State License Board complaints, brought by any customer or property owner against YOU during the last ten (10) years RELATING TO WORK YOU performed.

The Court finds Special Interrogatory numbers 87-92 are overbroad as to time and scope. The Court grants Defendant's motion in part. Special Interrogatory numbers 87-92 are narrowed to the same or similar work from January 1, 2018, to the date the Special Interrogatory was served on Defendant.

SPECIAL INTERROGATORY NO. 96: For each project on which YOU performed residential drainage WORK during the last ten (10) years, state all facts sufficient to indicate the address where the project occurred, and the nature of the WORK and approximate dates the WORK was performed.

SPECIAL INTERROGATORY NO. 97: For each project on which YOU performed residential drainage WORK during the last ten (10) years, IDENTIFY the PERSONS for whom YOU performed the WORK for.

SPECIAL INTERROGATORY NO. 98: For each project on which YOU performed French drain WORK during the last ten (10) years, state all facts sufficient to indicate the address where the project occurred, and the nature of the WORK and approximate dates the WORK was performed.

SPECIAL INTERROGATORY NO. 99: For each project on which YOU performed French drain WORK during the last ten (10) years, IDENTIFY the PERSONS for whom YOU performed the WORK for.

SPECIAL INTERROGATORY NO. 100: For each project on which YOU performed driveway concrete WORK during the last ten (10) years, state all facts sufficient to indicate the address where the project occurred, and the nature of the WORK and approximate dates the WORK was performed.

SPECIAL INTERROGATORY NO. 101: For each project on which YOU performed driveway concrete WORK during the last ten (10) years, IDENTIFY the PERSONS for whom YOU performed the WORK for.

SPECIAL INTERROGATORY NO. 102: For each project on which YOU performed retaining wall WORK during the last ten (10) years, state all facts sufficient to indicate the address where the project occurred, and the nature of the WORK and approximate dates the WORK was performed.

SPECIAL INTERROGATORY NO. 103: For each project on which YOU performed retaining wall WORK during the last ten (10) years, IDENTIFY the PERSONS for whom YOU performed the WORK for.

The Court finds Special Interrogatory numbers 96-103 are overbroad as to time and scope. The Court grants Defendant's motion in part. Special Interrogatory numbers 96-103 are narrowed to January 1, 2018, to the date the Special Interrogatory was served on Defendant. The Requests shall not include the disclosure of a third party's private financial information.

Inspection Demands

INSPECTION DEMAND NO. 18: All DOCUMENTS constituting marketing, advertising, or promotional materials used by YOU from January 1, 2020, to the present, including website pages, social media postings, online advertisements, flyers, business cards, and brochures, that reference or RELATE TO WORK, concrete work, drainage work, retaining walls, or similar services, whether under the names "Classic Concrete," "Evans Classic Concrete," "JD&E Services L.L.C.," or any other business name.

The Court finds Inspection Demand No. 18 is overbroad as to scope. The Court grants Defendant's motion in part. Inspection Demand No. 18 is narrowed to the same or similar work.

INSPECTION DEMAND NO. 19: All DOCUMENTS reflecting or evidencing social media posts, online reviews, or other publicly available online content created or controlled by YOU that depict or describe WORK at the SUBJECT PROPERTY or that YOU contend demonstrate YOUR experience or expertise in drainage design, French drains, concrete flatwork, or retaining walls.

The Court finds Inspection Demand No. 19 is overbroad as to time. The Court grants Defendant's motion in part. Inspection Demand No. 19 is narrowed to January 1, 2020, to the date the Inspection Demand was served on Defendant.

INSPECTION DEMAND NO. 20: All DOCUMENTS constituting contracts, proposals, bids, or estimates between YOU and any other customer from January 1, 2020, to the present for residential drainage WORK, French drains, driveway concrete, or retaining walls, sufficient to show the nature and frequency of similar WORK YOU performed.

The Court finds Inspection Demand No. 20 overbroad as to time and scope and unduly oppressive. The Court grants Defendant's motion in part. Inspection Demand No. 20 is narrowed to identify the nature, approximate date, and frequency of the same or substantially similar projects, with customer-identifying and financial information protected or redacted as appropriate from January 1, 2020, to the date the Inspection Demand was served on Defendant.

INSPECTION DEMAND NO. 21: All DOCUMENTS constituting invoices, receipts, or other documents reflecting the sale of drainage-related materials, catch basins, piping, and other consumer goods to any customer from January 1, 2020, to the present, sufficient to show the nature and frequency of such sales.

The Court finds Inspection Demand No. 21 overbroad as to time and scope and unduly oppressive. The Court grants Defendant's motion in part. Inspection Demand No. 21 is narrowed to identify all sales of drainage-related materials, catch basins, piping, and other consumer goods, with customer-identifying and financial information protected or redacted as appropriate from January 1, 2020, to the date the Inspection Demand was served on Defendant.

INSPECTION DEMAND NO. 22: All DOCUMENTS constituting written complaints, claims, demand letters, or notices (formal or informal) made by any customer or property owner against YOU from January 1, 2018, to the present alleging defective WORK, defective drainage WORK, defective concrete WORK, unlicensed contracting, misrepresentation of licensing status, or similar conduct.

INSPECTION DEMAND NO. 23: All DOCUMENTS constituting pleadings, discovery responses, settlement agreements, or judgments in any prior or pending lawsuit or arbitration involving allegations of defective WORK, defective drainage WORK, defective concrete WORK, unlicensed contracting, or misrepresentation of contractor licensing status asserted against YOU from January 1, 2018, to the present.

INSPECTION DEMAND NO. 61: All DOCUMENTS identified in YOUR response to plaintiff Lauren Liimatta's Special Interrogatories (Set One) No. 89.

INSPECTION DEMAND NO. 62: All DOCUMENTS identified in YOUR response to plaintiff Lauren Liimatta's Special Interrogatories (Set One) No. 92

Defendant's motion is denied as to Inspection Demand numbers 22, 23, 61, and 62.

Sanctions

Defendant's and Plaintiff's requests for sanctions are denied.

TENTATIVE RULING #12:

1. DEFENDANT'S MOTION FOR PROTECTIVE ORDER – JOHN WILLIAM EVANS

DEFENDANT'S MOTION IS GRANTED IN PART AS TO SPECIAL INTERROGATORY NUMBERS 90-95 AND 99-106, AND INSPECTION DEMAND NUMBERS 18-21 AS DESCRIBED IN THE TENTATIVE RULING. DEFENDANT'S MOTION IS DENIED AS TO INSPECTION DEMAND NUMBERS 22, 23, 62, AND 63. DEFENDANT'S AND PLAINTIFF'S REQUESTS FOR SANCTIONS ARE DENIED.

2. DEFENDANT'S MOTION FOR PROTECTIVE ORDER – JARED EVANS

DEFENDANT'S MOTION IS GRANTED IN PART AS TO SPECIAL INTERROGATORY NUMBERS 87-92 AND 96-103, AND INSPECTION DEMAND NUMBERS 18-21 AS DESCRIBED IN THE TENTATIVE RULING. DEFENDANT'S MOTION IS DENIED AS TO INSPECTION DEMAND NUMBERS 22, 23, 61, AND 62. DEFENDANT'S AND PLAINTIFF'S REQUESTS FOR SANCTIONS ARE 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).

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.

13.	**24CV1253**	**CAPITAL ONE, N.A. VS. PATRICIA GANSBERG**
MOTION TO SET ASIDE DEFAULT		

Pursuant to the hearing on June 5, 2026, Defendant's Motion to Set Aside Default Judgment was continued to July 31, 2026. The Court thereafter granted Defendant's request for a continuance and set the hearing for August 28, 2026. Nothing further has been filed since this time.

TENTATIVE RULING #13:

APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, AUGUST 28, 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.

14.	**23CV1430**	**DARSHAN PATEL ET AL VS. BENJAMIN LOSCH ET AL**
ATTORNEY WITHDRAWAL		

This matter was continued from August 7, 2026. The tentative ruling issued on August 7, 2026, remains in effect.

TENTATIVE RULING #14:

THE TENTATIVE RULING ISSUED ON AUGUST 7, 2026, REMAINS IN EFFECT.

15.	**25CV2079**	**CODY UPSON VS. NATHAN STAMM ET AL**
CONSOLIDATION		

16.	**26CV0473**	**AMY FRANK VS. NATHAN STAMM ET AL**
CONSOLIDATION		

On August 7, 2026, the Court issued its tentative ruling advising it was inclined to grant Plaintiff's Motion to Consolidate Actions upon stipulation or the filing of the notice of the motion in the Lead (case no. 25CV2079).

Plaintiff has filed a Stipulation wherein all Parties agree to consolidate the actions.

TENTATIVE RULING #15 AND #16:

PLAINTIFF'S MOTION TO CONSOLIDATE ACTIONS 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).

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.

17.	23CV1216	BARCLAYS BANK DELAWARE VS. LESLIE A. SULLIVAN
MOTION FOR ENTRY OF JUDGMENT		

Plaintiff, Barclays Bank Delaware ("Plaintiff"), seeks to enter judgment pursuant to Defendant's default under settlement and release agreement (the "Settlement Agreement").

Pursuant to the Settlement Agreement, Defendant, Leslie A. Sullivan ("Defendant"), agreed to pay the total amount of $9,338.15 in monthly installment payments in the amount of $100.00 the first month and $285.00 each month thereafter. Should Defendant default, Plaintiff may immediately file motion to seek entry of judgment for the balance due less credit for any payments received, plus court costs associated with filing and serving the action and any motion to obtain judgment. The Settlement Agreement provided that the Court would retain jurisdiction pursuant to Code of Civil Procedure § 664.6 to enforce the terms of the agreement.

Plaintiff alleges as of the date of its declaration, Defendant should have paid $6,940.00; however, Plaintiff has only received $6,188.60. This is comprised of the agreed account balance from settlement in the amount of $12,049.25 less $2,711.00 for payments made on old agreement and $3,477.50 payments made on current agreement, totaling an outstanding principal balance of $5,860.68. Plaintiff accordingly seeks to enter judgment in the amount of $6,407.08, comprised of a principal balance of $5,860.68 and $546.40 for costs associated with filing and serving the Complaint and underlying motion.

Code of Civil Procedure § 664.6 provides that a Court may dismiss the case without prejudice and retain jurisdiction over the parties to enforce a settlement until performance in full of the terms of the settlement. Where a Court dismisses the case without prejudice pursuant to this section, a party may file a motion pertaining to the settlement if the terms are not performed. A Court need not vacate or set aside a prior dismissal before enforcing the settlement based upon a dismissal without prejudice pursuant to § 664.6.

TENTATIVE RULING #17:

PLAINTIFF'S MOTION FOR ENTERING JUDGMENT PURSUANT TO DEFENDANT'S DEFAULT UNDER THE SETTLEMENT AND RELEASE AGREEMENT IS GRANTED. JUDGMENT SHALL BE ENTERED AGAINST DEFENANT IN THE AMOUNT OF $6,407.08, COMPRISED OF THE OUTSTANDING BALANCE ($5,860.68) AND COSTS ($546.40).

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.

18.	**24CV1204**	**JULIE E BROWN ET AL VS. CHARLES B SUMNER**
SUMMARY ADJUDICATION		

This matter was continued from August 14, 2026. The tentative ruling issued on August 14, 2026, remains in effect.

TENTATIVE RULING #18:

THE TENTATIVE RULING ISSUED ON AUGUST 14, 2026, REMAINS IN EFFECT.

19.	**24CV0934**	**GLEN METCALF ET AL VS. YANASA, INC. ET AL**
DEMURRER		

This matter was continued from August 14, 2026. The tentative ruling issued on August 14, 2026, remains in effect.

TENTATIVE RULING #19:

THE TENTATIVE RULING ISSUED ON AUGUST 14, 2026, REMAINS IN EFFECT.

20.	**25CV3274**	**STEVE NICHOLS ET AL VS. HARVEST SMALL BUSINESS FINANCIAL LLC ET AL**
DEMURRER		

On August 24, 2026, the Court granted the Parties' Stipulation for Leave to File Second Amended Complaint. The hearing on Defendant's Demurrer to Plaintiff's First Amended Complaint is vacated as moot.

TENTATIVE RULING #20:

THE HEARING ON DEFENDANT'S DEMURRER TO PLAINTIFF'S FIRST AMENDED COMPLAINT IS VACATED AS MOOT.

22.	**25CV1186**	**MICHAEL FISK ET AL VS. CONSTANCE ZUFELT ET AL**
DEMURRER		

On May 22, 2026, Plaintiffs, Michael Fisk and Nancy Fisk (collectively "Plaintiffs"), and Defendant, Constance Zufelt, individually and as trustee of the Constance Faith Zufelt Revocable Living Trust ("Defendant"), filed a Stipulation agreeing that Plaintiffs may file a Second Amended Complaint. On July 24, 2026, the Court entered the Order granting Plaintiffs leave to file the Second Amended Complaint within five (5) court days after entry of the Order.

To date, Plaintiffs' Second Amended Complaint has not been filed with the Court. Defendant's Demurrer to Plaintiffs' Second Amended Complaint filed on July 31, 2026, is denied as premature.

TENTATIVE RULING #22:

DEFENDANT'S DEMURRER TO PLAINTIFFS' SECOND AMENDED COMPLAINT IS DENIED WITHOUT PREJUDICE AS PREMATURE.

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.