

October 2, 2026
Dept. 9
Civil Tentative Rulings

1.	25CV3274	STEVE NICHOLS ET AL VS. HARVEST SMALL BUSINESS FINANCIAL LLC ET AL
MOTION FOR ORDER SETTING MANDATORY SETTLEMENT CONFERENCE		

On August 31, 2026, Plaintiffs, Steve and Ashley Nichols ("Plaintiffs"), filed a Motion for Order Setting a Mandatory Settlement Conference. A Proof of Electronic Service was filed indicating service was executed by Plaintiff, Ashley Nichols, deeming service defective pursuant to Code of Civil Procedure § 1013a.

Plaintiffs' Motion for Order Setting a Mandatory Settlement Conference is denied without prejudice due to defective service.

TENTATIVE RULING #1:

PLAINTIFFS' MOTION FOR ORDER SETTING A MANDATORY SETTLEMENT CONFERENCE IS DENIED WITHOUT PREJUDICE DUE TO DEFECTIVE SERVICE.

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.

October 2, 2026
Dept. 9
Civil Tentative Rulings

2.	26CV0230	ROBERT RUSSELL VS. MONSANTO COMPANY, A CORPORATION ET AL
PRO HAC VICE		

On September 11, 2026, the Court continued the motions to allow for proper service. On September 14, 2026, Plaintiff filed a Proof of Service indicating compliance with California Rule of Court, Rule 9.40(c).

TENTATIVE RULING #2:

PLAINTIFF'S PRO HAC VICE MOTIONS OF ABIGAIL BRAWNER AND KIMBERLY SPANGLER-LOUTEY ARE 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.

3.	26CV0723	JONATHAN EFRIN GALLEGOS VS. PARK PLACE FINANCE, LLC ET AL
MOTION TO SET ASIDE DEFAULT JUDGMENT / MOTION FOR DEFAULT JUDGMENT AND QUIET TITLE / SUMMARY ADJUDICATION # 1 / SUMMARY ADJUDICATION # 2 / 2 ND AMENDED NOTICE OF SIX-DEFENDANT COURT DEFAULT JUDGMENT PROVE UP / DEMURRER		

Before the Court are the following motions: 1) Demurrer; 2) Summary Adjudication #1; 3) Summary Adjudication #2; 4) Motion to Set Aside Default Judgment; and 5) Motion for Default Judgment and Quiet Title/ 2nd Amended Notice of Six-Defendant Court Default Judgment Prove Up.

DEMURRER

On June 17, 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. Defendant, Pacific Life Insurance Company filed a Joinder on July 9, 2026. Plaintiff, Jonathan Efrin Gallegos ("Plaintiff") filed an Opposition July 29, 2026. Defendants' Reply was filed August 14, 2026.

Request for Judicial Notice

Defendants seek judicial notice of the following: 1) Grant Deed recorded on May 16, 2024; 2) Grant Deed recorded May 16, 2024; 3) Articles of Incorporation filed with the Secretary of State of California on December 6, 2019; 4) Corporate Records of "It Aint Much But Its Honest Work LLC" filed with the Secretary of State of Wisconsin; 5) Construction Deed of Trust recorded on December 5, 2024; 6) Assignment of Deed of Trust recorded on March 12, 2026; 7) Notice of Default recorded on March 27, 2026; and 8) Quitclaim Deed recorded on March 16, 2025.

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 request made by Defendants fall within the purview of Section 452, matters which *may* be judicially noticed, the Court does find that Defendants provided Plaintiff and the Court sufficient notice of the request and copies of the documents requested to be noticed. As such, Defendants have 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 Seth P. Cox, counsel attempted to meet and confer with Plaintiff prior to filing but the dispute could not be resolved.

Background

On May 15, 2026, Plaintiff filed a First Amended Verified Complaint (“FAC”) alleging causes of action for 1) Quiet Title and Cancellation of Void Instruments; 2) Slander of Title; 3) Violation of Business and Professions Code § 7031 and 17200; 4) Breach of Fiduciary Duty; 5) Negligence and Joint Enterprise Liability; and 6) Intentional Interference with Prospective Economic Advantage.

//

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

Standing

Defendants assert that Plaintiff is a stranger to the loan and accordingly lacks standing. The Borrower under the DOT was It Aint Much But Its Honest Work, LLC, a Wisconsin limited liability company (the "LLC"), not Plaintiff as an individual. As such, the entire Complaint is subject to demurrer.

Plaintiff asserts that he personally executed the Guaranty dated November 22, 2024. Plaintiff alleges direct injury to his individual title, personal recourse exposure, credit refinance path, and possession. Any allegation belonging to the LLC can be clarified without destroying the direct individual claims.

As Plaintiff transferred ownership in the property from the LLC to himself as an individual, he has standing to pursue the First and Second Causes of Action. As to the Third, Fourth, Fifth, and Sixth Causes of Action, the Court finds the FAC presents an ambiguity that prevents the Court and Defendants from determining the factual and legal basis for Plaintiff's claims. Plaintiff does not identify if the alleged wrongs for each cause of action were imposed on himself as an individual or on the LLC, who is not a named party. Defendants' demurrer as to the Third, Fourth, Fifth, and Sixth Causes of Action is sustained, with leave to amend.

Cheryl Mallory and Park Place Finance, LLC

Defendants further argue that all claims against Cheryl Mallory and Park Place Finance, LLC fail because there is no basis from the pleadings and recorded documents to establish they played any role in the underlying dispute. The allegation regarding Cheryl Mallory is that her "signature activity and declarations are material because recorded foreclosure documents depend on the validity of the signer's authority..." Defendants assert that the only "foreclosure document" was the Notice of Default which was executed by the trustee of the DOT, Entra Default Solutions, LLC, not Ms. Mallory. Ms. Mallory did sign an attached Declaration of Mortgage servicer pursuant to her position as AVP with servicer BSI, she did not notice the default by executing the Notice of Default itself.

The Court finds Plaintiff's allegations regarding Ms. Mallory as currently plead are conclusory and insufficient to state a claim. Defendants' demurrer as to all causes of action for Cheryl Mallory is sustained, with leave to amend.

Defendant further asserts that Plaintiff does not name the Lender of the DOT, Park Place Finance, Inc., as a defendant but rather Park Place Finance, LLC.

As to Park Place Finance, LLC, the Court finds the lender of the DOT was Park Place Finance, Inc. The FAC asserts that Park Place Finance, Inc., and Park Place Finance, LLC are not the same legal person yet asserts they were treated as interchangeable. The Court does not find that sufficient facts were established regarding Park Place Finance, LLC's participation. Defendants' demurrer as to all causes of action for Park Place Finance, LLC is sustained, with leave to amend.

Uncertainty

Defendants argue that the entire Complaint as pleaded against the Lender Defendants is subject to demurrer for uncertainty. Each cause of action, except for the fourth, is against "all defendants." Lender Defendants are unable to precisely ascertain the source of their liability in the matter.

Although sustaining a demurrer for uncertainty is unfavored, the Court finds such grounds appropriate here. The First, Second, Third, Fifth, and Sixth Causes of Action do not adequately plead which Defendants are subjected to the cause of action and their specific conduct that relates to their alleged liability. Defendants' demurrer to the First, Second, Third, Fifth, and Sixth Causes of Action is sustained.

1. First Cause of Action – Quiet Title and Cancellation of Void Instruments

Defendants argue the First Cause of Action fails because there is no basis to cancel the Assignment. The FAC alleges the Assignment was executed by and behalf off Park Place Finance, Inc., not Park Place Finance, LLC. There is no requirement under California law that an Assignment of Deed of Trust be recorded at all for an assignee beneficiary to initiate or prosecute a foreclosure. Additionally, Plaintiff does not and cannot allege the instruments he seeks to cancel were procured by fraud, accident or mistake, as Plaintiff acknowledges loan origination and the events of default.

The Court recognizes that Plaintiff's First Cause of Action consists of two related causes of action, although distinct. The Quiet Title cause of action alleges the title chain is void ab initio because Park Place Finance, LLC purported to assign or enforce an interest originally held by Park Place Finance, Inc., without a valid recorded chain bridging the entities. However, the Assignment of Deed of Trust on its face provides that Park Place Finance, Inc. is the assignor. Park Place Finance, LLC is not identified as a party to the Assignment thereby invalidating

Plaintiff's claims. Defendants' demurrer to the First Cause of Action as to Quiet Title is sustained, without leave to amend, finding there is no reasonable possibility of curing the defect.

As to the Cancellation of Void Instruments, Plaintiff has failed to specifically identify any additional allegedly void or voidable instruments, in which there is a reasonable apprehension that if left outstanding it may cause serious injury to a person. Defendants' demurrer to the First Cause of Action as to Cancellation of Void Instruments is sustained, with leave to amend.

2. Second Cause of Action – Slander of Title

Defendants argue that none of the recorded documents related to the construction loan contain a false statement.

The Court finds that the cause of action does not properly identify which Defendant published which false statement or instrument, nor the alleged falsity concerning Plaintiff's title. As it relates to Plaintiff's argument regarding the Park Place Finance, Inc. Assignment of Deed of Trust, the Court finds no false statement. Defendants' demurrer to the Second Cause of Action is sustained, with leave to amend.

3. Third Cause of Action – Violation of Business & Professions Code § 7031 and 17200

Defendants argue this cause of action cannot be maintained against the Lender Defendants as they were the disbursing parties and have nothing to disgorge.

The Court finds the cause does not action does not adequately plead specific facts related to Defendants. Defendants' demurrer to the Third Cause of Action is sustained, with leave to amend.

4. Fifth Cause of Action – Negligence and Joint Enterprise Liability

Defendants argue that as construction lenders, no duty of care is owed to Plaintiff, as an individual, or the LLC

It is unclear to the Court who Plaintiff purports is owed a duty of care, himself as an individual, or the LLC as the borrower, and how each Defendant breached that duty. Defendants' demurrer to the Fifth Cause of Action is sustained, with leave to amend.

5. Sixth Cause of Action – Intentional Interference with Prospective Economic Advantage

Defendants argue Plaintiff does not plead the specifics of any alleged economic relationship or that Lender Defendants had knowledge of the same. Additionally, the conduct of Lender Defendants as alleged does not amount to "wrongful" as a matter of law as Lender Defendants acted consistent with their contractual rights under the loan and DOT and prosecution of the foreclosure after the borrower's default was consistent with these rights and privileged as a matter of law.

The Court finds Plaintiff failed to adequately plead a specific existing relationship with a specific third party. A class of unknown future investors or purchasers is insufficient. It is also unclear whether Plaintiff as an individual or the LLC is suffering from the alleged injury. Defendants' demurrer to the Sixth Cause of Action is sustained, with leave to amend.

MOTION TO SET ASIDE DEFAULT JUDGMENT

On August 10, 2026, Defendants, Park Place Finance, LLC, Servis One, Inc. dba BSI Financial Services, Ellington Management Group, LLC, Cheryl Mallory, Pacific Life Insurance Company, and Park Place Finance, Inc. (collectively "Defendants"), filed a Motion to Set Aside Entry of Default. A Proof of Service was filed on August 27, 2026. Plaintiff, Jonathan Efrin Gallegos ("Plaintiff"), opposes the motion.

Legal Principles

[B]ecause the law strongly favors trial and disposition on the merits, any doubts in applying section 473 must be resolved in favor of the party seeking relief from default (*Waite v. Southern Pacific Co.* (1923) 192 Cal. 467, 470-471 [221 P. 204]; *Carli v. Superior Court* (1984) 152 Cal.App.3d 1095, 1099 [199 Cal.Rptr. 583] [in the context of deemed admissions § 473 should be applied liberally "so cases can be tried on the merits"]; *Flores v. Board of Supervisors*, supra, 13 Cal.App.3d at p. 483.)... A motion seeking such relief lies within the sound discretion of the trial court, and the trial court's decision will not be overturned absent an abuse of discretion. (*Weitz v. Yankosky* (1966) 63 Cal.2d 849, 854 [48 Cal.Rptr. 620, 409 P.2d 700]; *Martin v. Cook* (1977) 68 Cal.App.3d 799, 807 [137 Cal.Rptr. 434].) *Elston v. City of Turlock*, 38 Cal. 3d 227, 233, 695 P.2d 713 (1985).

Code of Civil Procedure § 473(b) provides, in part:

(b) The court may, upon any terms as may be just, relieve a party or the party's legal representative from a judgment, dismissal, order, or other proceeding taken against the party through the party's mistake, inadvertence, surprise, or excusable neglect. Application for this relief shall be accompanied by a copy of the answer or other pleading proposed to be filed therein, otherwise the application shall not be granted, and shall be made within a reasonable time, in no case exceeding six months, after the judgment, dismissal, order, or proceeding was taken.

Discussion

On July 1, 2026, and July 2, 2026, the clerk entered defaults against Pacific Life Insurance Company and Park Place Finance, Inc., respectively. Defendants argue these defaults should not have been entered and request they be set aside.

//

//

1. Park Place Finance, Inc.

Defendants assert that PPF Inc. is not a defendant in the case, as the First Amended Complaint, which is the operative pleading, does not include PPF Inc. in the party section and only discusses that PPF Inc. is a non-party actor in the recorded chain of title. As PPF Inc. is not a defendant, the default is void on its face and must be set aside pursuant to Code of Civil Procedure § 473(d).

The Court finds that as PPF Inc. is not a named defendant in the operative First Amended Complaint, the default as to PPF Inc. is void. Defendants' request to set aside and vacate the entry of default against Park Place Finance, Inc. is granted.

2. Pacific Life Insurance Company

Defendants argue that Pacific Life tendered and assigned the defense of this matter to Defendants' counsel on July 9, 2026. On the same date, Pacific Life served a Joinder to Defendants' Demurrer to the First Amended Complaint. The underlying default was entered eight days earlier, on July 1, 2026, which was unknown to Pacific Life. Defendant argues that upon the discovery of the entry of default, counsel immediately prepared the underlying motion and submitted the responsive pleading required by § 473(b) by filing the Joinder. Defendants contend that a corporate defendant's brief delay in routing a served pleading to counsel, followed by an immediate appearance upon engagement, demonstrates conduct that satisfies the standard of whether a reasonably prudent person under the same or similar circumstances might have made the same error. In the alternative, Defendants assert that should the Court find § 473(b) inapplicable, the Court should exercise its inherent equitable power to vacate a default where required to prevent an unjust result.

Plaintiff argues that Defendants do not identify when Pacific Life received process, who handled it, what mistake occurred before the response deadline, or how that event caused the failure to respond.

Because the law favors disposing of cases on their merits, "any doubts in applying section 473 must be resolved in favor of the party seeking relief from default [citations]. Therefore, a trial court order denying relief is scrutinized more carefully than an order permitting trial on the merits." (*Elston v. City of Turlock* (1985) 38 Cal.3d 227, 233 [211 Cal.Rptr. 416, 695 P.2d 713]; see also *Miller v. City of Hermosa Beach* (1993) 13 Cal.App.4th 1118, 1136 [17 Cal.Rptr.2d 408].) *Rappleyea v. Campbell* (1994) 8 Cal.4th 975, 980 [35 Cal.Rptr.2d 669, 884 P.2d 126].

As required by the caselaw, the Court is not convinced that Defendant Pacific Life has provided a "satisfactory excuse" for not timely filing their responsive pleading; however, the Court recognizes the liberal policy in resolving a case on its merits and resolving any doubts in applying § 473 in favor of the party seeking relief from default. Therefore, the request to

set aside and vacate the entry of default against Pacific Life is granted contingent upon the payment of \$1,000.00 from Defendant Pacific Life to Plaintiff within five (5) days of the Court's order pursuant to Code of Civil Procedure § 473(c)(1)(A).

MOTION FOR DEFAULT JUDGMENT AND QUIET TITLE/2ND AMENDED NOTICE OF SIX-DEFENDANT COURT DEFAULT JUDGMENT PROVE-UP

On July 13, 2026, Plaintiff, Jonathan Efrin Gallegos ("Plaintiff"), filed a Motion for Default Judgment and Quiet Title. Plaintiff requests a money judgment of \$10,000,000.00 against Pacific Life Insurance Company, Park Place Finance, Inc., and JM Insulation Group. Plaintiff requests zero cash damages against RJ Realty Investments, LLC and seeks only constructive trust, equitable lien, title-transfer, property-capture, accounting, development-right capture, and related equitable relief.

On August 14, 2026, Plaintiff filed a Second Amended Notice of Six-Defendant Court Default Judgment Prove-Up, wherein requests court default judgment concerning Pacific Life Insurance Company, Park Place Finance, Inc., JM Insulation Group, Alexander Eidemiller, Citadel Spaces, and RJ Realty Investments LLC.

Although the Court has vacated the entry of defaults for Park Place Finance, Inc. and Defendant Pacific Life Insurance Company, Defendants Jose Guadalupe Medina and JM Insulation Group have a pending special motion to strike, which, in part, argues the request for entry of default is moot, on October 30, 2026, Defendant RJ Realty Investments, LLC have a pending motion to vacate entry of default on November 6, 2026, and Defendants Citadel Construction Co. and Alexander Eidemiller have a pending motion to set aside default and quash service of summons on November 20, 2026. In the interest of judicial economy, the Court continues Plaintiff's Motion for Default Judgment and Quiet Title/2nd Amended Notice of Six-Defendant Court Default Judgment Prove-Up to November 20, 2026.

SUMMARY ADJUDICATION # 1

On June 15, 2026, Plaintiff filed a Motion for Summary Adjudication for the First Cause of Action - Cancellation of Written Instruments and Quiet Title. As the Court has sustained the demurrer to this cause of action, the motion is rendered moot.

SUMMARY ADJUDICATION AND #2

On June 15, 2026, Plaintiff filed a Motion for Summary Adjudication. Due to the multiple pending motions related to the First Amended Complaint and in the interest of judicial economy, Plaintiff's Motions for Summary Adjudication is continued to November 20, 2026.

TENTATIVE RULING #3:

1. DEMURRER

DEFENDANTS' DEMURRER TO THE FIRST CAUSE OF ACTION FOR QUIET TITLE IS SUSTAINED WITHOUT LEAVE TO AMEND. DEFENDANTS' DEMURRER TO THE FIRST CAUSE OF ACTION FOR CANCELLATION OF VOID INSTRUMENTS, SECOND, THIRD, FOURTH, FIFTH, AND SIXTH CAUSES OF ACTION IS SUSTAINED, WITH LEAVE TO AMEND. DEFENDANTS' DEMURRER AS TO ALL CAUSES OF ACTION FOR PARK PLACE FINANCE, LLC AND CHERYL MALLORY IS SUSTAINED, WITH LEAVE TO AMEND.

2. MOTION TO SET ASIDE DEFAULT JUDGMENT

DEFENDANTS' REQUEST TO SET ASIDE/VACATE THE DEFAULT AS TO PARK PLACE FINANCE, INC., IS GRANTED. DEFENDANTS' REQUEST TO SET ASIDE/VACATE THE DEFAULT AS TO PACIFIC LIFE INSURANCE COMPANY IS GRANTED CONTINGENT UPON THE PAYMENT OF \$1,000.00 FROM PACIFIC LIFE INSURANCE COMPANY TO PLAINTIFF WITHIN FIVE (5) DAYS OF THE COURT'S ORDER.

3. MOTION FOR DEFAULT JUDGMENT AND QUIET TITLE/2ND AMENDED NOTICE OF SIX-DEFENDANT COURT DEFAULT JUDGMENT PROVE-UP

PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AND QUIET TITLE/2ND AMENDED NOTICE OF SIX-DEFENDANT COURT DEFAULT JUDGMENT PROVE-UP IS CONTINUED TO NOVEMBER 20, 2026, AT 8:30 A.M. IN DEPARTMENT NINE.

4. SUMMARY ADJUDICATION # 1 (QUIET TITLE AND CANCELLATION OF INSTRUMENTS)

PLAINTIFF'S SUMMARY ADJUDICATION #1 AS TO QUIET TITLE AND CANCELLATION OF INSTRUMENTS IS RENDERED MOOT.

5. SUMMARY ADJUDICATION #2

PLAINTIFF'S SUMMARY ADJUDICATION #2 IS CONTINUED TO NOVEMBER 20, 2026, AT 8:30 A.M. IN DEPARTMENT NINE.

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

October 2, 2026
Dept. 9
Civil Tentative Rulings

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.	26CV2140	JEHOADDAN WILSON VS. SERRANO EL DORADO OWNERS' ASSOCIATION ET AL
TRO/PRELIMINARY INJUNCTION		

On September 14, 2026, Plaintiff, Jehoaddan Wilson ("Plaintiff"), filed an Ex Parte Application for Temporary Restraining Order to Enjoin an Unlawful Residential Lockout and Mail Interference. The Court denied Plaintiff's request and set it on the regular law and motion calendar. An Opposition was filed by Defendants, Serrano El Dorado Owners' Association, Allied Trustee Services, and FirstService Residential California, LLC (collectively "Defendants"), on September 18, 2026.

Legal Principles

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

Code of Civil Procedure section 526 provides for an injunction in the following cases: "(1) When it appears by the complaint that the plaintiff is entitled to the relief demanded, and such relief, or any part thereof, consists in restraining the commission or continuance of the act complained of, either for a limited period or perpetually. [¶] (2) When it appears by the complaint or affidavits that the commission or continuance of some act during the litigation would produce waste, or great or irreparable injury, to a party to the action. [¶] (3) When it appears, during the litigation, that a party to the action is doing, or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the rights of another party to the action respecting the subject of the action, and tending to render the judgment ineffectual. [¶] (4) When pecuniary compensation would not afford adequate relief. [¶] (5) Where it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief. [¶] (6) Where the restraint is necessary to prevent a multiplicity of judicial proceedings. [¶] (7) Where the obligation arises from a trust." (*Id.*, subd. (a).)

A ruling on an application for a preliminary injunction is not an adjudication of the ultimate rights in the controversy. It merely represents the trial court's discretionary decision whether the defendant should be restrained from exercising a claimed right pending trial. (*Cohen v. Bd. of Supervisors* (1985) 40 Cal.3d 277, 286.) "In deciding whether to issue a preliminary injunction, a trial court must evaluate two interrelated factors: (i) the likelihood that the party seeking the injunction will ultimately prevail on the merits of [their] claim, and (ii) the balance of the harm presented, i.e., the comparative consequences of the issuance and nonissuance of the injunction." (*Common Cause v. Bd. of Supervisors* (1989) 49 Cal.3d 432, 441–

442 [fn. omitted].) “The trial court’s determination must be guided by a ‘mix’ of the potential-merit and interim-harm factors; the greater the plaintiff’s showing on one, the less must be shown on the other to support an injunction. [Citation.]” (*Butt v. State of Cal.* (1992) 4 Cal.4th 668, 678.) However, “[a] trial court may not grant a preliminary injunction, regardless of the balance of interim harm, unless there is some possibility that the plaintiff would ultimately prevail on the merits of the claim.” (*Ibid.*)

Background

On August 7, 2026, Plaintiff filed an Ex Parte Application for Temporary Restraining Order and Order to Show Cause re: Preliminary Injunction. Plaintiff sought an order requiring immediate restoration and reactivation of all physical and residential community gate access codes, and to cease and desist from locking physical and vehicular access to Plaintiff’s residence at 4047 McKay Place, El Dorado Hills, CA 95762 (the “Subject Property”). The Court denied Plaintiff’s request; however, the Court granted a Temporary Restraining Order preventing the Association from disposing of or otherwise destroying any of Plaintiff’s personal property, including her vehicle on August 11, 2026.

Following a hearing on August 27, 2026, the Court denied Plaintiff’s request for a preliminary injunction but maintained the August 11, 2026, Temporary Restraining Order pending further order of the Court. The Court explicitly found that Plaintiff is not presently residing at or physically occupying the Subject Property and has not resided there in more than four years. The Subject Property is not and has not been Plaintiff’s place of residence during that period. Restoring Plaintiff’s access credentials and permitting her to access the property would alter, rather than preserve, the status quo.

On September 10, 2026, Plaintiff filed an Ex Parte Application to Modify the August 27, 2026, Order and Request a Supplemental Preliminary Injunction Hearing. Plaintiff sought, in part, to order Defendants to cease all interference with Plaintiff’s access and entry to her home, mailbox, and critical incoming financial and educational mail. The Court denied Plaintiff’s request, as the Temporary Restraining Order could not be modified after the Court ruled on the motion.

Discussion

Plaintiff now seeks an order restraining and enjoining Defendants from blocking, restricting, or disabling Plaintiff’s physical access to her primary residence, vehicle, and personal possession located inside the home and mailbox located at the Subject Property. Plaintiff argues this application is distinct from prior procedural motions on the immediate, irreparable threat to Plaintiff’s housing security, constitutional right to mail delivery, and academic enrollment safety.

//

//

Subject Property, Vehicle, and Personal Possession Access

Plaintiff argues that the August 11, 2026, Order explicitly placed a protective shield over Plaintiff's property and vehicle at the Subject Property, thereby legally recognizing Plaintiff's possessions are lawfully situated there. Plaintiff requests the Court restore unhindered access to the Subject Property and vehicle.

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].

As to Plaintiff's request for access to the Subject Property, vehicle, and personal possessions located inside the residence, the Court finds this to be an improper motion for reconsideration. The Court explicitly found Plaintiff does not reside at the Subject Property and denied her access. Plaintiff has not provided any new or different facts, circumstances, or law that were unavailable at the time of the original order. The Court cautions Plaintiff that repeated filings seeking the same relief which has been previously denied may be grounds for a future vexatious litigant finding.

Mailbox Access

1. Merits of the Claim

Plaintiff argues that she is the fee simple owner and resident of the Subject Property and Defendants are illegally blocking her from physically entering her home and accessing her personal mailbox.

Plaintiff's argument conflicts with this Court's express findings. The Court does not find Plaintiff has established a likelihood of success on the merits.

2. Balance of Hardships

Plaintiff asserts that as she is blocked from the Subject Property, she is being deprived of her access to receive critical incoming financial, medical, and legal mail. Plaintiff contends that on September 3, 2026, Folsom Lake College issued a physical Federal Pell Grant disbursement check to the Subject Property. As she cannot access the mailbox, she cannot retrieve the check to purchase required textbooks and will be dropped from classes.

October 2, 2026
Dept. 9
Civil Tentative Rulings

Defendants assert that the mailbox serving the Subject Property is part of a cluster mailbox in the common area, with USPS controlling the keys and having access to its contents. The Declaration of Kevin Stagnaro attests that Plaintiff has not asked Association staff to arrange mail retrieval and a USPS representative advised that Plaintiff could arrange to retrieve her mail at the post office, including any mail located in the cluster mailbox serving the Subject Property.

The Court does not find the evidence presented by Plaintiff establishes such critical mail has been delivered to her mailbox. Moreover, alternative remedies are available to lessen Plaintiff's hardship. The Court finds the balance of hardships do not weigh in Plaintiff's favor.

Plaintiff's request for a preliminary injunction is denied.

TENTATIVE RULING #4:

PLAINTIFF'S REQUEST FOR A PRELIMINARY INJUNCTION IS DENIED.

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

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.

5.	26CV2475	IGOR KHAVIN VS. VAL-CHRIS INVESTMENTS, INC. ET AL
OSC/TRO		

On September 14, 2026, Plaintiff, Igor Khavin ("Plaintiff"), filed an Ex Parte Application for Order to Show Cause and Temporary Restraining Order. The Court granted the Temporary Restraining Order and stayed the foreclosure sale pending further order. No opposition has been filed.

California Rules of Court, Rule 3.1150 provides:

A party requesting a preliminary injunction may give notice of the request to the opposing or responding party either by serving a noticed motion under Code of Civil Procedure section 1005 or by obtaining and serving an order to show cause (OSC). **An OSC must be used when a temporary restraining order (TRO) is sought, or if the party against whom the preliminary injunction is sought has not appeared in the action. If the responding party has not appeared, the OSC must be served in the same manner as a summons and complaint.** (emphasis added).

Code of Civil Procedure § 527 instructs:

(a) A preliminary injunction may be granted at any time before judgment upon a verified complaint, or upon affidavits if the complaint in the one case, or the affidavits in the other, show satisfactorily that sufficient grounds exist therefor.
No preliminary injunction shall be granted without notice to the opposing party.

Plaintiff's Complaint was filed on the same date as the Ex Parte Application. Defendants have not appeared in the action. Plaintiff has not filed a Proof of Service confirming Defendants were served in the same manner as a summons and complaint. Plaintiff's request for a preliminary injunction is denied without prejudice for lack of service. The Temporary Restraining Order issued on September 15, 2026, is dissolved.

TENTATIVE RULING #5:

PLAINTIFF'S REQUEST FOR A PRELIMINARY INJUNCTION IS DENIED WITHOUT PREJUDICE. THE TEMPORARY RESTRAINING ORDER ISSUED ON SEPTEMBER 15, 2026, IS DISSOLVED.

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.

6.	26CV0408	SUSAN M. BOURNE-SASANO VS. JANICE LOUISE BOURNE
MOTION TO DETERMINE VALUE AND SEND BUYOUT NOTICE		

On September 4, 2026, the Court ordered the Parties to meet and confer and file a joint status report. In compliance with the Court's order, the Parties filed a joint status report on September 28, 2026. The Parties could not reach an agreement in selecting an appraiser. Plaintiff recommends the Court appoint Christine Pyle-Banks and Defendant recommends Richard C. Bricker.

The Court appoints Christine Pyle-Banks as Appraiser for the Property located at 5100 Green Valley Road, Placerville, California 95667. The Appraiser's fee shall be paid equally between Plaintiff and Defendant. The Parties are ordered to cooperate and timely comply with the Appraiser's requests. The appraisal shall be completed within thirty (30) days of the Court's order. The verified appraisal shall be filed with the Court by November 13, 2026. A hearing is set for November 20, 2026, to determine the fair market value.

TENTATIVE RULING #6:

PLAINTIFF'S REQUEST TO APPOINT CHRISTINE PYLE-BANKS IS GRANTED. THE APPRAISER'S FEE SHALL BE PAID EQUALLY BETWEEN PLAINTIFF AND DEFENDANT. THE PARTIES ARE ORDERED TO COOPERATE AND TIMELY COMPLY WITH THE APPRAISER'S REQUESTS. THE APPRAISAL SHALL BE COMPLETED WITHIN THIRTY (30) DAYS OF THE COURT'S ORDER. THE VERIFIED APPRAISAL SHALL BE FILED WITH THE COURT BY NOVEMBER 13, 2026. A HEARING IS SET FOR NOVEMBER 20, 2026, TO DETERMINE THE FAIR MARKET VALUE.

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.	PC20210448	THOMAS STUART VS DAVID CORDANO
ATTORNEY FEES		

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.

Plaintiffs, Thomas James Stuart and Teresa Marie Stuart (collectively “Plaintiffs”), move for an award of attorneys’ fees, costs, and prejudgment interest against Defendants, David Cordano and Jeanne Cordano (collectively “Defendants”), in the total amount of \$583,362.48 pursuant to Civil Code § 1717 and Code of Civil Procedure §§ 1033.5 and 3287. Defendants’ Opposition was filed on September 8, 2026. Plaintiff’s Reply was filed September 23, 2026.

Request for Judicial Notice

Defendants seek judicial notice of a Motion for Determination of Good Faith Settlement filed in this Court on August 18, 2025.

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

Legal Principles

Civil Code § 1717(a) provides:

Except as otherwise provided by law or where waived by the parties to an agreement, in any action on a contract based on a book account, as defined in

Section 337a of the Code of Civil Procedure, entered into on or after January 1, 1987, which does not provide for attorney's fees and costs, as provided in Section 1717, the party who is determined to be the party prevailing on the contract shall be entitled to reasonable attorney's fees, as provided below, in addition to other costs. The prevailing party on the contract shall be the party who recovered a greater relief in the action on the contract. The court may determine that there is no party prevailing on the contract for purposes of this section.

Code of Civil Procedure § 3287 instructs:

(a) A person who is entitled to recover damages certain, or capable of being made certain by calculation, and the right to recover which is vested in the person upon a particular day, is entitled also to recover interest thereon from that day, except when the debtor is prevented by law, or by the act of the creditor from paying the debt. This section is applicable to recovery of damages and interest from any debtor, including the state or any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state.

Background

On August 1, 2021, Plaintiffs filed a Complaint, which was amended on May 19, 2023, against Defendants, Chris Fusano, T.L. Stigall, Inc., asserting causes of action for Breach of Contract (Defendants and Defendant Fusano), Fraud – Intentional Misrepresentation (Defendants and Defendant Fusano), Fraud – Negligent Misrepresentation (Defendants and Defendant Fusano), Fraud (Defendants and Defendant Fusano), and Negligence (Defendant Stigall)

Several additional parties were brought into the matter through Cross-Complaints, including Cross-Defendants, Oscar Roy Campbell dba Campbell Custom Concrete, Michael J. Pettibone dba M.J. Pettibone Builders, KS Plumbing Inc., Cornell Moldovan dba Custom Tile, El Dorado Drywall, Inc., Jon K. Wright dba Jon Wright Construction, Malone's Painting & Deck Restoration, Inc., and Preferred Lath & Plaster.

By the time of trial, all Parties except for Defendants had settled with the Plaintiffs for \$1,565,000.00. The remaining causes of action against Defendants were for Breach of Contract, Fraudulent Concealment, Intentional Misrepresentation, and Negligent Misrepresentation. On June 11, 2026, the Court entered its Ruling on Submitted Matter, wherein the Court found in favor of Plaintiffs on the Breach of Contract and Negligent Misrepresentation causes of action. The Court found in favor for Defendants on the Intentional Misrepresentation and Fraudulent Concealment causes of action.

Plaintiffs were awarded damages in the amount of \$129,502.00, which was later reduced by this Court's granting of Defendants' motion to tax costs. The Court found that as Plaintiffs prevailed on the Breach of Contract cause of action, they are entitled to attorney fees pursuant to Item 25 of the RPA. As the Plaintiffs achieved the greater victory in the litigation, the Court determined Plaintiffs to be the prevailing parties.

On July 14, 2026, Defendants filed a Motion to Strike or, in the Alternative, to Tax Costs. On September 4, 2026, the Court granted Defendants' requests and struck \$543.03 in service of process costs, \$804.45 in court-ordered transcripts costs, \$1,710.63 in electronic filing or service costs, and \$36,454.13 in "other" costs.

Discussion

Plaintiffs request a fee award in the total amount of \$583,362.48 which is comprised of 1) attorneys' fees in the amount of \$540,339.00; 2) prejudgment interest in the amount of \$39,063.48; and 3) attorney's fees and costs incurred by Plaintiffs in bringing this motion in the amount of \$3,960. Plaintiffs argue that as they were declared the prevailing party by the Court, they are entitled to recover attorneys' fees as the prevailing party under Paragraph 25 of the RPA.

Plaintiffs request reasonable attorneys' and paralegal fees which include a total of approximately 1,444.60 hours of time spent in representing Plaintiffs' interest in the litigation through trial, comprised of the following:

- Megan A. Shapiro billed 480.20 hours at an hourly rate of \$450.00-\$500.00, for a total of \$222,375.00
- Nicholas A. Seliger billed 633.60 hours at an hourly rate of \$375.00-425.00, for a total of \$243,175.00
- Ryan J. Maas billed 66.5 hours at an hourly rate of \$425.00, for a total amount of \$28,262.50
- River Braun billed 111.8 hours at an hourly rate of \$325, for a total amount of \$36,335.00
- Maggie E. Foley billed 136.8 hours at an hourly rate of \$150.00-\$185.00, for a total amount of \$7,350.00
- Joy Lancaster billed 15.70 hours at an hourly rate of \$150-\$185.00, for a total amount of \$2,841.50

Reasonable Rate

The Declaration of Megan A. Shapiro provides that she was admitted to the California State Bar in 2010 and is a named partner at Radoslovich Shapiro, PC. Ms. Shapiro's billing rate was initially \$450.00 per hour and was later increased to \$500.00 per hour during the course of the multi-year litigation. Nicholas S. Seliger was admitted to the California State Bar in 2017 and

is a partner at Radoslovich Shapiro, PC. Mr. Seliger's billing rate was initially \$375.00 per hour and was later increased to \$425.00 per hour. Ryan J. Mass was admitted to the California State Bar in 2006 and is a partner at Radoslovich Shapiro, PC. Mr. Mass' billing rate was \$425.00 per hour. River Braun is an associate attorney who was admitted to the California State Bar in 2009. Mr. Braun's billing rate was \$325.00 per hour.

Maggie E. Foley is a senior paralegal with a billing rate initially of \$150.00 per hour and was later increased to \$185.00 per hour. Joy Lancaster is a senior paralegal with a billing rate of \$150.00 per hour and was later increased to \$185.00 per hour.

The Court finds that the hourly fee rates are reasonable.

Number of Hours Claimed

Plaintiffs contend that counsel and legal staff expended 1,444.60 hours from August 2023 to August 2026 which was reasonable and necessary to achieve a ruling in Plaintiffs' favor.

Defendants argue the 1,444.60 hours is excessive and unreasonable. Plaintiffs have failed to provide detailed records which properly allocate time spent on matters pertaining to Defendants. Additionally, by failing to provide detailed records, the Court and Defendants are unable to determine whether time was duplicated given several attorneys provided services.

Defendants' counsel spent approximately 65 hours in defending Defendants, and it is accordingly implausible Plaintiffs' attorneys expended more than 150 hours prosecuting Plaintiffs' claims against Defendants. Defendants propose dividing the total number of hours by the ten defendants in the overall matter, which totals 144.46 hours. Alternatively, the \$92,434.00 in damages awarded to Plaintiff is approximately 6% of the total settlement amount (\$1,565,000.00) with the nine other defendants, applying that percentage to the total hours (1,444.60) totals 86.68 hours.

Plaintiffs argue the negligence claims are inextricably interrelated and the Court should not allocate fees between them. Further, should the Court allocate attorneys' fees, Defendants' culpability supports allocating a majority, if not all, of the fees against them.

" 'A trial court may not rubberstamp a request for attorney fees, but must determine the number of hours reasonably expended.' " (*Morris v. Hyundai Motor America* (2019) 41 Cal.App.5th 24, 38 [253 Cal.Rptr.3d 592] (*Morris*).) Nevertheless, "[a] trial court is not required to state each charge it finds reasonable or unreasonable. A reduced award might be fully justified by a general observation that an attorney overlitigated a case." (*Karton, supra*, 61 Cal.App.5th at p. 744, 276 Cal.Rptr.3d 46.) Thus, " 'when a " 'voluminous fee application' " is made ... the court may ... " 'make across-the-board percentage cuts either in the number of hours claimed or in the final lodestar figure.' " " (*Morris*, at p. 40, 253 Cal.Rptr.3d 592.) "But the court must clearly explain its reasons for choosing the *particular* negative multiplier that it chose; otherwise, the reviewing court is unable to determine that the court had valid, specific

reasons for its across-the-board percentage reduction.” (*Warren v. Kia Motors America, Inc.* (2018) 30 Cal.App.5th 24, 41 [241 Cal.Rptr.3d 263] (*Warren*).) The trial court is not required to issue a statement of decision with regard to a fee award, however. (*Ketchum, supra*, 24 Cal.4th at p. 1140, 104 Cal.Rptr.2d 377, 17 P.3d 735.) *Snoeck v. ExakTime Innovations, Inc.* (2023) 96 Cal.App.5th 908, 921 [314 Cal.Rptr.3d 569, 581].

In referring to “reasonable” compensation, we indicated that trial courts must carefully review attorney documentation of hours expended; “padding” in the form of inefficient or duplicative efforts is not subject to compensation. (See *id.* at p. 48, 141 Cal.Rptr. 315, 569 P.2d 1303.) *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 [104 Cal.Rptr.2d 377, 384, 17 P.3d 735, 741].

[A] number of theories for apportioning fees have been advanced.... Among them are the simplest approach of dividing the award equally among the defendants ..., and the more sophisticated approaches of apportionment by degree of each defendant's liability ..., and apportionment by relative time spent litigating against each defendant.... Each of these theories may be more or less valid in a given case.’ *Friends of the Trails v. Blasius* (2000) 78 Cal.App.4th 810, 837 [93 Cal.Rptr.2d 193, 211]. Where attorney fees derive from claims that are not in common to all of the responsible parties, such claims are not “truly fractionable” and fees should therefore be equitably apportioned among them. *Garner v. Cuyahoga County Juvenile Court* (6th Cir. 2009) 554 F.3d 624, 641.

The Court finds that the amount of hours expended are not reasonable. Plaintiffs’ fee request does not allocate time between the named Defendants and the other nine defendants or the claims which Plaintiffs did not prevail on, nor do Plaintiffs provide billing records to verify whether particular entries reflect duplicative work performed by multiple attorneys or staff. Such absence is significant because Plaintiffs seek to impose the entire fee request upon Defendants despite having litigated against ten defendants.

The Court is not persuaded, however, to utilize Defendants’ proposals. Although there were a total of ten defendants in the matter, Defendants were the only parties to proceed with trial which typically carry greater attorneys’ fees than in settlement. Nor is it appropriate to base an award for attorneys’ fees proportional to the amount of damages awarded. *Warren v. Kia Motors America, Inc.* (2018) 30 Cal.App.5th 24, 41 [241 Cal.Rptr.3d 263, 279].

The Court orders Plaintiffs to provide substantiation to Defendants and the Court documenting the time spent on matters related to the named Defendants by October 30, 2026. Plaintiffs’ request for attorneys’ fees is continued to November 6, 2026.

Reasonable Costs

Plaintiffs confirm their original request for costs is rendered moot.

//

Prejudgment Interest

Plaintiffs further assert they are entitled to prejudgment interest at a rate of ten percent (10%) per annum beginning the date they filed the Complaint. Plaintiffs' prejudgment interest is based on the amount of liquidated damages calculated at trial (\$129,502.00), which represents the financial damages, storage fees, and expert fees.

Defendants argue that prejudgment interest is not appropriate pursuant to Civil Code § 3287(a), as the Court's judgment included rents for temporary housing, storage, fees, and costs which were not incurred prior to judgment. Additionally, Plaintiffs' costs were further reduced and not incurred before judgment.

The Court finds that the damages encompassing temporary housing, storage fees, expert fees, and costs were not certain or capable of being made certain by calculation prior to the entry of judgment. Plaintiffs' request for prejudgment interest on these damages is denied. As to the financial damages in the amount of \$34,834, Plaintiff's request for prejudgment interest is granted in the amount of ten percent (10%) annum beginning the date the Complaint was filed.

Fees and Costs for Preparing the Motion

Plaintiffs seek attorneys' fees and costs for preparing the motion for attorney fees. Mr. Seliger attests that he spent 5.0 hours drafting the instant motion and estimates spending an additional 3.0 hours reviewing and analyzing any opposition, drafting a reply, and preparing for and attending any hearing, for a total of 8.0 hours. Ms. Shapiro spent 1.0 hour reviewing and finalizing the motion. In addition, Plaintiffs have incurred \$60.00 in costs with filing the motion. Plaintiffs therefore request \$3,960.00 in attorneys' fees and costs associated with the underlying motion.

Plaintiffs' request for attorneys' fees and costs in the amount of \$2,685.00 is granted. The Court reserves jurisdiction over Plaintiffs' request for attorneys' fees subsequently incurred subject to verification.

TENTATIVE RULING #7:

PLAINTIFFS' REQUEST FOR ATTORNEYS' FEES IS CONTINUED TO NOVEMBER 6, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. PLAINTIFFS ARE ORDERED TO PROVIDE SUBSTANTIATION TO DEFENDANTS AND THE COURT BY OCTOBER 30, 2026.

PLAINTIFF'S REQUEST FOR PREJUDGMENT INTEREST IS GRANTED AS TO THE FINANCIAL DAMAGES (\$34,834.00) IN THE AMOUNT OF TEN PERCENT (10%) ANNUM BEGINNING THE DATE THE COMPLAINT WAS FILED.

PLAINTIFFS' REQUEST FOR ATTORNEYS' FEES AND COSTS FOR PREPARING THE UNDERLYING MOTION IS GRANTED IN THE AMOUNT OF \$2,685.00. THE COURT RESERVES JURISDICTION

OVER PLAINTIFFS' REQUEST FOR ATTORNEYS' FEES SUBSEQUENTLY INCURRED SUBJECT TO VERIFICATION.

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.

8.	25CV3502	CREDIT CORP SOLUTIONS, INC. VS. RYAN COTTA
MOTION FOR ORDER DEEMING REQUESTS FOR ADMISSIONS ADMITTED		

On August 6, 2026, Plaintiff, Credit Corp Solutions, Inc. ("Plaintiff"), filed a Motion for Order Deeming Request for Admissions to Defendant Admitted and for Monetary Sanctions. Plaintiff's motion is unopposed.

Plaintiff served Defendant, Ryan Cotta ("Defendant"), Requests for Admission via mail on June 2, 2026. Defendant's response was due no later than July 9, 2026. To date, no response has been received.

Plaintiff seeks an order deeming the requests contained in Plaintiff's request for Admissions, Set One, admitted and for sanctions in the amount of \$810.00 for the attorney fees and costs incurred for bringing the motion. Plaintiff's sanction request consists of: 1) \$60.00 motion filing fee; 2) attorney fees in the amount of \$250.00 for bringing the motion; 3) anticipated attorney fees in the amount \$500.00 to prepare and reply to any opposition, prepare for oral argument, and attend the hearing.

Pursuant to Code of Civil Procedure § 2033.280, if a party to whom requests for admission are directed fails to serve a timely response, the requesting party may move for an order that the genuineness of any documents and the truth of any matters specified in the requests be deemed admitted, as well as for monetary sanctions. Such an order is mandatory unless the court finds that the party to whom the requests for admission have been directed has served, before the hearing on the motion, a proposed response to the requests for admission that is in substantial compliance with § 2033.220.

Code of Civil Procedure § 2023.030 authorizes the Court to impose a monetary sanction against parties engaged in misuse of the discovery process, to pay the reasonable expenses including attorney's fees, incurred by anyone as a result of that conduct.

Code of Civil Procedure § 2023.010 defines "misuse of the discovery process" to include "failing to respond or to submit to an authorized method of discovery."

The Court finds that Defendant failed to provide a response to Plaintiff's Requests for Admissions which constitutes a misuse of the discovery process. Plaintiff's request to deem requests contained in Plaintiff's Requests for Admissions admitted is granted. Finding no opposition or reply filed, the Court grants Plaintiff's request for sanctions in the amount of \$310.00 which shall be paid by Defendant to Plaintiff within ten (10) days of the Court's order.

TENTATIVE RULING #8:

PLAINTIFF'S MOTION FOR ORDER DEEMING REQUESTS FOR ADMISSIONS TO DEFENDANT ADMITTED IS GRANTED. PLAINTIFF'S REQUEST FOR MONETARY SANCTIONS IS GRANTED IN

THE AMOUNT OF \$310.00 WHICH SHALL BE PAID BY DEFENDANT TO PLAINTIFF WITHIN TEN (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.

9.	22CV1735	BROOK HILTON VS. JACK GLUECK
MOTION TO REOPEN DISCOVERY AND RESET PRETRIAL DEADLINES / ALTERNATIVE SERVICE / ENFORCE DISCOVERY ORDER		

Before the Court are the following motions: 1) Motion to Continue Trial, Reopen Discovery, and Reset Pretrial Deadlines; 2) Motion for Order Authorizing Alternative Service of Summons and Complaint on Defendants Barry Hui and Jenny Hui; and 3) Motion to Enforce July 24, 2026, Discovery Order; for Further Monetary Sanctions; and for Clarification and Enforcement of Existing \$1,750 Sanctions Award.

MOTION FOR ORDER AUTHORIZING ALTERNATIVE SERVICE

On September 2, 2026, Plaintiff, Brook D. Hilton ("Plaintiff"), filed a Motion for Order Authorizing Alternative Service of Summons and Complaint on Defendants Barry Hui and Jenny Hui. No opposition has been filed.

Plaintiff alleges that professional process servers have made at least 38 attempts of personal service to Defendants, Barry Hui and Jenny Hui (collectively "Defendants"), between June 29, 2026, and August 23, 2026, to no avail. No competent adult answered the entrance and no person accepted service at their address identified in public records. Defendants are alleged to have interests and involvement concerning the underlying transfer of the Subject Property and are necessary to the action.

Code of Civil Procedure § 413.30 provides:

(a)(1) If no provision is made in this chapter or other law for the service of summons, or if a plaintiff, despite exercising reasonable diligence, has been unable to effect service of the summons by any of the methods authorized under this chapter, the court in which the action is pending may, upon motion, direct that summons be served in a manner that is reasonably calculated to give actual notice to the party to be served, including by electronic mail or other electronic technology, and that proof of such service be made as prescribed by the court.

(2) A plaintiff seeking to establish reasonable diligence under this section shall set forth facts detailing all attempts to serve the defendant by each of the methods prescribed by statute, including facts demonstrating why each method was unsuccessful at every address or location where the defendant is likely to be found.

The Court finds that Plaintiff has established reasonable diligence in attempting to serve Defendants. Plaintiff's request for alternative service is granted as follows:

1. A separate copy of the summons, operative complaint, Doe-amendment papers identifying that Defendant, Notice to Litigants regarding civil trial delay, ADR Information Package, and the Court's order authorizing alternative service shall be placed in a sealed envelope prominently addressed to that Defendant and securely posted at the principal entrance serving 1535-1537 8th Avenue, San Francisco, California 94122.
2. On the same day, separate copies of the same papers shall be mailed to that Defendant at 1537 8th Avenue, San Francisco, California 94122, by United States Postal Service first-class mail and by Certified Mail with return receipt requested. Separate copies shall also be mailed to that Defendant at 1535 8th Avenue, San Francisco, California 94122, by the same mailing methods.
3. Proof of posting and mailing shall be established by affidavit of the person who posted the premises, showing the time and place of posting, as well as photographs bearing the date and location, mailing receipts, and tracking records.
4. Service shall be deemed complete on the 10th day after the posting and mailing are both accomplished.

MOTION TO CONTINUE TRIAL REOPEN DISCOVERY, AND RESET PRETRIAL DEADLINES

On September 4, 2026, Plaintiff filed a Motion to Continue Trial, Reopen Discovery, and Reset Pretrial Deadlines. No opposition has been filed. Plaintiff's Supplemental Declaration was filed on September 29, 2026.

Plaintiff seeks to continue the October 20, 2026, trial to May 3, 2027, or the earliest later date convenient to the Court, as well as to reopen discovery, discover cutoffs, expert-discovery deadlines, discover-motion deadlines, and related pretrial deadlines. Plaintiff alleges that despite the Court's July 29, 2026, order for Defendant, Jack William Glueck ("Defendant Glueck"), his discovery responses remain deficient. Additionally, Defendants, Barry Hui and Jenny Hui (collectively "Defendants Hui"), have yet to be served the Summons and Complaint despite numerous service attempts. Third-party subpoenas served on El Dorado County Sheriff's Office, County Code Enforcement, and Cal Fire remain incomplete.

Pursuant to the Declaration of Brook D. Hilton, Plaintiff attempted to meet and confer with Defendant Glueck's counsel on August 26, 2026, but did not receive a substantive response.

California Rules of Court, Rule 3.1332(c) instructs a continuance may be granted upon an affirmative showing of good cause requiring the continuance. Circumstances that may indicate good cause include the addition of a new party if the new party has not had a reasonable opportunity to conduct discovery and prepare for trial; or the other parties have not had a reasonable opportunity to conduct discovery and prepare for trial in regard to the new party's involvement in the case. Rule 3.1332(c)(5).

Pursuant to Code of Civil Procedure § 2024.050, on a motion of any party, the court may reopen discovery after a new trial date has been set. The motion shall be accompanied by a meet and confer declaration under Section 2016.040. In exercising its discretion, the court shall take into consideration any matter relevant to the leave requested, including, but not limited to, the following: 1) the necessity and the reasons for the discovery; 2) the diligence or lack of diligence of the party seeking the discovery or the hearing of a discovery motion, and the reasons that the discovery was not completed or that the discovery motion was not heard earlier; 3) any likelihood that permitting the discovery or hearing the discovery motion will prevent the case from going to trial on the date set, or otherwise interfere with the trial calendar, or result in prejudice to any other party; and 4) the length of time that has elapsed between any date previously set, and the date presently set, for the trial of the action.

The Court finds good cause to grant a continuance based upon the necessity of adding Defendants Hui to the action. Additionally, the Court finds a necessity exists to reopen discovery after a new trial date has been set to allow Parties to engage in discovery with Defendants Hui. Plaintiff's Motion to Continue Trial, Reopen Discovery, and Reset Pretrial Deadlines is granted. The Parties are ordered to appear at the hearing on October 2, 2026, for trial setting.

MOTION TO ENFORCE JULY 24, 2026, ORDER

On August 13, 2026, Plaintiff filed a Motion to Enforce July 24, 2026, Discovery Order; for Further Monetary Sanctions; and for Clarification and Enforcement of Existing \$1,750 Sanctions Award. No opposition has been filed.

On August 4, 2025, the Court granted Plaintiff's motions to compel and ordered responses to Form Interrogatories, Set One, Request for Production of Documents, Set One (the "Discovery Requests") be served by April 18, 2025. On July 24, 2026, the Court granted Plaintiff's motion to compel compliance with court order and ordered responses to the Discovery Requests be served by July 29, 2026. The Court ordered sanctions in the amount of \$1,750.00. Plaintiff argues that Defendant, Jack William Glueck ("Defendant Glueck"), failed to provide any additional response.

Plaintiff requests evidentiary sanctions, or alternatively issue sanctions, as well as monetary sanctions in the amount of \$1,000.00 pursuant to Code of Civil Procedure § 2023.050(a) plus documented recoverable expenses. Plaintiff further requests the Court seek enforcement of the July 24, 2026, Order, and to serve verified, code-compliant response and production within five (5) court days.

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.” (*Mileikowsky v. Tenet Healthsystem* (2005) 128 Cal.App.4th 262, 279–280, 26 Cal.Rptr.3d 831) *Id.*

Notwithstanding any other law, and in addition to any other sanctions imposed pursuant to this chapter, a court shall impose a one-thousand-dollar (\$1,000) sanction, payable to the requesting party, upon a party, person, or attorney if, upon reviewing a request for a sanction made pursuant to Section 2023.040, the court finds any of the following:

- 1) The party, person, or attorney did not respond in good faith to a request for the production of documents made pursuant to Section 2020.010, 2020.410, 2020.510, or 2025.210, or to an inspection demand made pursuant to Section 2031.010.
- ...
- 3) The party, person, or attorney failed to confer in person, by telephone, letter, or other means of communication in writing, as defined in Section 250 of the Evidence Code, with the party or attorney requesting the documents in a reasonable and good faith attempt to resolve informally any dispute concerning the request.

Finding Defendant has failed to comply with the Court’s July 24, 2026, Order, and failed to meet and confer, Plaintiff’s request is granted as follows:

1. Defendant Glueck is precluded from using undisclosed communications with Defendants, Barry Hui and Jenny Hui (collectively “Defendants Hui”), concerning the parcels acquisition, financing, authority, control, consideration, or post-transfer activity;
2. Defendant Glueck is precluded from offering undisclosed documents, witnesses, calculations, or testimony to support the corresponding Cross-Complaint allegations or damages;
3. Defendant Glueck is precluded from using undisclosed service, unlawful-detainer, possession, or eviction records to support a claim or defense;
4. Defendant Glueck is precluded from using undisclosed pre-sale disclosures or communications with Defendants Hui;
5. Defendant Glueck is precluded from using undisclosed purchase-price, consideration, credit, financing, or payment evidence concerning the Defendants Hui acquisition;

October 2, 2026
Dept. 9
Civil Tentative Rulings

6. Defendant Glueck is precluded from using withheld information responsive to Form Interrogatories, Set One, or Request for Production of Documents, Set One, Nos. 1-12, including damages, title, authority, government communications, and removal records;
7. Defendant Glueck is ordered to serve verified, code-compliant responses to Form Interrogatories, Set One, or Request for Production of Documents, Set One within five (5) court days;
8. Defendant Glueck is ordered to pay the July 24, 2026, Order sanctions in the amount of \$1,750.00 within five (5) court days; and
9. Defendant Glueck and Defendant's counsel, Jesse Ortiz, jointly and severally, are ordered to pay to Plaintiff the amount of \$1,000.00, plus costs of bringing the underlying motion, pursuant to Code of Civil Procedure § 2023.050 within five (5) court days.

TENTATIVE RULING #9:

PLAINTIFF'S MOTION FOR ORDER AUTHORIZING ALTERNATIVE SUMMONS AND COMPLAINT ON DEFENDANTS BARRY HUI AND JENNY HUI IS GRANTED. SERVICE SHALL BE EXECUTED AS OUTLINED IN THE TENTATIVE RULING.

PLAINTIFF'S MOTION TO CONTINUE TRIAL, REOPEN DISCOVERY, AND RESET PRETRIAL DEADLINES IS GRANTED. APPEARANCES ARE REQUIRED ON OCTOBER 2, 2026, AT 8:30 A.M. IN DEPARTMENT NINE, FOR TRIAL SETTING.

PLAINTIFF'S MOTION TO ENFORCE JULY 24, 2026, DISCOVERY ORDER; FOR FURTHER MONETARY SANCTIONS; AND FOR CLARIFICATION AND ENFORCEMENT OF EXISTING \$1,750 SANCTIONS AWARD IS GRANTED AS OUTLINED IN THE TENTATIVE RULING.

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.	25CV1970	SHARRON SCHULD VS. JUSTIN HAKE
MOTION TO COMPEL		

Plaintiff, Sharron Schuld ("Plaintiff"), moves for an order to compel responses to the Form Interrogatories and Request for Production of Documents (the "Discovery Requests") served on Defendant, Justin Hake ("Defendant"). No opposition has been filed.

On September 22, 2025, Plaintiff served Defendant the Discovery Requests. Defendant failed to serve timely responses. On December 30, 2025, Plaintiff attempted to meet and confer with Defendant regarding the Discovery Requests. To date, Defendant has failed to provide responses.

Code of Civil Procedure §§ 2031.300 and 2030.290 provide that a party waives any objection to the demand for production of documents or form interrogatories if they fail to serve a timely response.

Code of Civil Procedure § 2030.290 provides if a party to whom interrogatories are directed fails to serve a timely response, the following rules apply:

(a) The party to whom the interrogatories are directed waives any right to exercise the option to produce writings under Section 2030.230, as well as any objection to the interrogatories, including one based on privilege or on the protection for work product under Chapter 4 (commencing with Section 2018.010). The court, on motion, may relieve that party from this waiver on its determination that both of the following conditions are satisfied:

(1) The party has subsequently served a response that is in substantial compliance with Sections 2030.210, 2030.220, 2030.230, and 2030.240.

(2) The party's failure to serve a timely response was the result of mistake, inadvertence, or excusable neglect.

Code of Civil Procedure § 2031.300 provides if a party to whom a demand for inspection, copying, testing, or sampling is directed fails to serve a timely response to it, the following rules shall apply:

(a) The party to whom the demand for inspection, copying, testing, or sampling is directed waives any objection to the demand, including one based on privilege or on the protection for work product under Chapter 4 (commencing with Section 2018.010). The court, on motion, may relieve that party from this waiver on its determination that both of the following conditions are satisfied:

(1) The party has subsequently served a response that is in substantial compliance with Sections 2031.210, 2031.220, 2031.230, 2031.240, and 2031.280.

(2) The party's failure to serve a timely response was the result of mistake, inadvertence, or excusable neglect.

The Court finds that Defendant failed to provide a response to Form Interrogatories and Requests for Production of Documents. Plaintiff's motion to compel responses to the Discovery Requests is granted. Defendant is ordered to serve verified, code-compliant responses without objections to all requests, within ten (10) days of the Court's Order.

Code of Civil Procedure § 2023.030 authorizes the Court to impose a monetary sanction against parties engaged in misuse of the discovery process, to pay the reasonable expenses including attorney's fees, incurred by anyone as a result of that conduct.

Code of Civil Procedure § 2023.010 defines "misuse of the discovery process" to include "failing to respond or to submit to an authorized method of discovery."

Sanctions are mandatory for one who "unsuccessfully makes or opposes a motion to compel a response...unless [the court] finds that one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust." Cal. Civ. Pro. §2030.290 (interrogatories) and § 2031.300(c) (requests for production). In all other circumstances, the imposition of discovery sanctions is permissive.

The Court finds that Defendant failed to provide a response to Plaintiff's Discovery Requests which constitutes a misuse of the discovery process. However, Plaintiff's counsel has failed to provide a basis for the amount sought within his Declaration. Plaintiff's request for sanctions is granted subject to proof of the amount of attorney's fees and costs incurred.

TENTATIVE RULING #10:

PLAINTIFF'S MOTION TO COMPEL RESPONSES TO FORM INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS IS GRANTED. PLAINTIFF'S REQUEST FOR SANCTIONS IS GRANTED SUBJECT TO PROOF OF THE AMOUNT OF ATTORNEY'S FEES AND COSTS INCURRED.

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

October 2, 2026
Dept. 9
Civil Tentative Rulings

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.

11.	PC20200622	BASSEM MANSOUR V. JOHN DAVID STONE
MOTION TO COMPEL DEPOSITION		

Plaintiff, Baseem Mansour ("Plaintiff"), moves for an order compelling the deposition of Defendants' expert witnesses. An Opposition was filed by Defendant, John David Stone ("Defendant Stone") on September 24, 2026. Defendant, Christensen Enterprises, dba Folsom Lake Marina ("Defendant Folsom Lake"), filed a Joinder to Defendant John Stone's Opposition to Plaintiff's Motion to Compel Expert Depositions on September 28, 2026.

Plaintiff contends the remaining defense-expert depositions concern testimony Defendants intend to offer at trial. Without their deposition, Plaintiff cannot meaningfully examine the factual bases and opinions of those experts, consult Plaintiff's own experts, prepare appropriate trial motions, assess rebuttal issues, or complete trial preparation. Plaintiff requests the Court grant the motion and order Defendant Folsom Lake to produce Brian G. Pfeifer, Ph.D., P.E., and Defendant Stone to produce Toby L. Gloekler, Jason A. Droll, Ph.D., Vanessa Hill and Carla H. Kelley, for depositions on dates certain on October 12, and October 15, 2026. Additionally, Plaintiff requests the ability to file and serve motions in limine about these experts up to the first day of trial on October 27, 2026.

Defendant Stone asserts Plaintiff's motion is moot because: 1) Plaintiff's request that the remaining depositions be scheduled for October 12, 2026, or October 15, 2026 are beyond the previously demanded deadline of September 30, 2026; 2) the Deposition of Brian G. Pfeifer, Ph.D., P.E. has already been conducted; 3) Plaintiff agreed to conduct the deposition of Dr. Gloekler on October 2, 2026; and 4) Defendant Stone offered dates for all but one expert which comply with Plaintiff's demand (Dr. Droll on September 29th or 30th or October 15th and Ms. Kelley on October 15th). Defendant Stone has been unable to provide dates of availability for the remaining expert, Venessa Hill, that comply with Plaintiff's demand, though Defendant is actively attempting to obtain additional dates.

On receipt of an expert witness list from a party, any other party may take the deposition of any person on the list. The procedures for taking oral and written depositions set forth in Chapters 9 (commencing with Section 2025.010), 10 (commencing with Section 2026.010), and 11 (commencing with Section 2028.010) apply to a deposition of a listed trial expert witness except as provided in this article. Code of Civil Procedure § 2034.410.

Any party shall be entitled as a matter of right to complete discovery proceedings pertaining to a witness identified under Chapter 18 (commencing with Section 2034.010) on or before the 15th day, and to have motions concerning that discovery heard on or before the 10th day, before the date initially set for the trial of the action. Code of Civil Procedure § 2024.030.

Code of Civil Procedure § 2034.300 provides that except as provided in Section 2034.310 and in Articles 4 (commencing with Section 2034.610) and 5 (commencing with Section

October 2, 2026
Dept. 9
Civil Tentative Rulings

2034.710), on objection of any party who has made a complete and timely compliance with Section 2034.260, the trial court shall exclude from evidence the expert opinion of any witness that is offered by any party who has unreasonably failed to do any of the following:

- (a) List that witness as an expert under Section 2034.260.
- (b) Submit an expert witness declaration.
- (c) Produce reports and writings of expert witnesses under Section 2034.270.
- (d) Make that expert available for a deposition under Article 3 (commencing with Section 2034.410).

The Court considers the request as to Brian G. Pfeifer, Ph.D. to be moot as the deposition has already been conducted. The Court further finds that dates have already been provided in compliance with Plaintiff's request for Carla H. Kelley (October 15, 2026), Jason A. Droll, Ph.D. (September 29 or 30, 2026; or October 15, 2026), Andre Doria, Ph.D. (October 15, 2026) and Toby L. Gloekler (October 2, 2026) and orders these depositions be conducted on the date provided to the extent they have not already been conducted.

As to Vanessa Hill, the Court finds Defendant Stone has made a good faith effort to provide dates to conduct her deposition despite Plaintiff's unavailability. The Court declines to order her deposition to be conducted on a date she is unavailable. Defendant Stone is ordered to promptly provide her earliest available date and produce her for deposition. Failure to make Ms. Hill available may result in exclusion of her testimony pursuant to Code of Civil Procedure § 2034.300.

The Parties are ordered to appear before the Court to address the timing and scheduling of motions in limine and upcoming trial dates.

TENTATIVE RULING #11:

PLAINTIFF'S REQUEST AS TO BRIAN G. PFEIFER, PH.D. IS RENDERED MOOT. PLAINTIFF'S REQUEST AS TO CARLA H. KELLEY, JASON A. DROLL, PH.D., ANDRE DORIA, PH.D., AND TOBY L. GLOECKLER IS GRANTED. SUCH DEPOSITIONS SHALL BE CONDUCTED ON THE DATE INDICATED IN THE TENTATIVE RULING TO THE EXTENT THEY HAVE NOT ALREADY BEEN CONDUCTED. DEFENDANT STONE IS ORDERED TO PROMPTLY PROVIDE TO PLAINTIFF EXPERT VANESSA HILL'S EARLIEST AVAILABLE DEPOSITION DATE AND PRODUCE HER FOR DEPOSITION.

APPEARANCES ARE REQUIRED ON OCTOBER 2, 2026, AT 8:30 A.M. IN DEPARTMENT NINE TO ADDRESS THE TIMING AND SCHEDULING OF MOTIONS IN LIMINE AND UPCOMING TRIAL DATES.

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.	22CV1554	ALDEN VEGA VS. NELSON VEGA
MOTION TO ENFORCE SETTLEMENT		

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.

Defendant/Cross-Complainant, Nelson Vega (“Defendant”), seeks to enforce the settlement agreement pursuant to CCP § 664.6. On September 21, 2026, Plaintiff/Cross-Defendant, Alden Vega (“Plaintiff”), filed an Opposition. Defendant’s Reply was filed on September 28, 2026.

Discussion

Defendant asserts that during the Mandatory Settlement Conference held on June 10, 2026, the Parties reached a settlement on the record wherein Defendant would pay \$40,000.00 to Plaintiff for his attorney’s fees and costs, and that Plaintiff would execute deeds in order to correct title. Per the Court and Plaintiff’s counsel’s request, Defendant’s counsel prepared a formal settlement agreement.

When the settlement agreement was submitted to Plaintiff’s counsel, Plaintiff refused to sign on the grounds he was “not going to lie”; however, Plaintiff has not identified what is considered to be the lie. Defendant requests the Court order Plaintiff to sign the settlement agreement or have the Court sign on his behalf, order Plaintiff to sign the necessary deeds as required in the settlement agreement, and enter judgment under the settlement agreement in favor of Defendant and against Plaintiff and to require the payment of attorney fees incurred by Defendant to file the motion to compel enforcement of the settlement agreement.

Plaintiff argues the Stipulation of Value for Partition by Appraisal (the “Stipulation”) prepared by Defendant and signed by the Parties on March 23, 2023, and ruled upon at the Motion to Enforce Settlement on April 5, 2024, affirms Plaintiff owns an interest and was a tenant in common with Defendant. The Court’s Order of July 21, 2025, confirmed the Stipulation is valid and falls under the provisions of 664.6. Accordingly, collateral estoppel prevents Defendant from relitigating the issue of whether Plaintiff had ownership in the Subject Property in 2026.

Plaintiff asserts at the Mandatory Settlement Conference, Defendant’s counsel added additional conditions which were not prior discussed, such as the “clerical error” excusing a failure to comply with the Statute of Frauds. The proposed settlement agreement contains unacceptable terms, such as there was never any document to be “clerically” corrected and there was no agreement that Plaintiff should pay for title insurance. Plaintiff requests the Court deny the motion according to the terms proposed. Plaintiff agrees to convey a grant deed all of

his interest in the Subject Property in exchange for a payment of \$40,000.00 from Defendant to Plaintiff.

Code of Civil Procedure § 664.6(a) provides:

If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court **or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement.** If the parties to the settlement agreement or their counsel stipulate in writing or orally before the court, the court may dismiss the case as to the settling parties without prejudice and retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

The Court finds the proposed settlement agreement contains asserted facts and terms that were not agreed-upon at the Mandatory Settlement Conference. Defendant's request is denied without prejudice as to the agreed-upon terms.

TENTATIVE RULING #12:

DEFENDANT'S MOTION TO ENFORCE SETTLEMENT IS DENIED WITHOUT PREJUDICE AS TO THE AGREED-UPON TERMS.

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.	21CV0266	FRANCES REINDERS VS. JERRY VISMAN ET AL
OSC		

On August 6, 2026, Plaintiff, Frances (“Jean”) Reinders dba Fudge Factory Farm (“Plaintiff”), filed an Amended Motion for Order to Show Cause for Why Defendant High Hill Ranch, LLC Should Not be Held in Contempt for Violation of this Court’s Order on Plaintiff’s Application for Preliminary Injunction. Defendant, High Hill Ranch (“Defendant”) filed an Opposition on September 21, 2026. Plaintiff’s Reply was filed on September 24, 2026.

Request for Judicial Notice

Plaintiff asks the Court to take judicial notice of the Order on Plaintiff’s Application for Preliminary Injunction entered on March 1, 2022.

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

Background

On January 14, 2022, the Court entered an Order on Plaintiff’s Application for Preliminary Injunction. No Notice of Entry of Judgment or Order was filed. The January 14, 2022, Order instructed the following, in part:

Defendants, their agents, employees, contractors, and anyone acting under, or in concert with Defendants, are hereby restrained from failing to comply with any requirements under the Stipulation for Confirmation of

October 2, 2026
Dept. 9
Civil Tentative Rulings

Arbitration Award; and Judgment entered by the El Dorado County Superior Court Case, Case No. PCL20110390, on May 17, 2011 (the “Judgment”), and are **prohibited, without limitation, from** (a) closing Plaintiff’s easement on High Hill Ranch Road except on lawfully designated “High Season” dates, (b) **placing vehicles, equipment, and other personal property on the Plaintiff’s easement including on High Hill Ranch Road, Orchard Road, and Connector Road, and/or failing to ensure easement access as provided in the Judgment**, and (c) stealing, removing, covering, and/or destroying Fudge Factory signs. (emphasis added).

On March 1, 2022, the Court entered an additional Order on Plaintiff’s Application for Preliminary Injunction, which adopted the Court’s January 14, 2022, tentative ruling granting the preliminary injunction. Notice of Entry of Judgment or Order was filed May 5, 2022. The March 11, 2022, Order provides, in part:

Neither Plaintiff nor Defendants called for a hearing of oral argument before this Court. Therefore, this Court adopted its Tentative Ruling granting the application for Preliminary Injunction, attached hereto and incorporated herein by reference.

...

Plaintiff applied for a TRO and hearing on a request for preliminary injunction. On December 8, 2021 the court entered an order granting the TRO that directed the following pending hearing of the request for preliminary injunction: defendants are to comply with the requirements of the stipulation for confirmation of arbitration award and judgment entered on May 17, 2011 in case number PCL-20110390; defendants are restrained from closing plaintiff’s easement on High Hill road except during lawfully designated high season dates, **placing vehicles, equipment and other personal property on plaintiff’s easement, including High Hill Ranch Road, Orchard Road, the connector road, and/or failing to ensure easement access as provided in the judgment**; and defendants are not to steal, remove, cover, and/or destroy Fudge Factory signs. (emphasis added).

...

The request for issuance of a preliminary injunction is granted.

Plaintiff filed an Ex Parte Application for an Order to Show Cause re Contempt due to Defendant’s alleged violations of the Preliminary Injunction on October 16, 2026. Following a hearing on October 20, 2025, the Court issued the Order to Show Cause. A trial was set for

March 3, 2026, which repeatedly continued thereafter. At the Status Conference on July 17, 2026, Plaintiff requested a continuance to amend the Order to Show Cause Regarding Contempt. No trial date is currently pending.

Discussion

Plaintiff requests the Court issue an order for civil contempt against Defendant. Plaintiff seeks the maximum possible statutory fines against Defendant for its violations and an order for Defendant to pay Plaintiff's reasonable attorneys' fees and costs for bringing the Application.

Plaintiff contends the violations of the Preliminary Injunction are based on the following provision within the March 1, 2022, Preliminary Injunction:

Plaintiff applied for a TRO and hearing on a request for preliminary Injunction. On December 8, 2021, the court entered an order granting the TRO and directed the following pending hearing of the request for preliminary injunction: **defendants are to comply with the requirements of the stipulation for confirmation of arbitration award and judgment entered on May 17, 2011**, in case number PCL20110390; **defendants are restrained from** closing Plaintiff's easement on High Hill Road except during lawfully designated high season dates, **placing vehicles, equipment and other personal property on plaintiff's easement, including High Hill Ranch Road, Orchard Road, and the connector road**, and/or failing to ensure easement access as provided in the judgment; and defendants are not to steal, remove, cover, and/or destroy Fudge Factory signs....Request for Preliminary Injunction is granted. (emphasis added).

Plaintiff asserts the "judgment" referenced in the Preliminary Injunction refers to the November 29, 2010, Arbitration Award, and the May 17, 2011, Judgment entered by the Court that incorporated the Arbitration Award, which provides, in part:

In order to effectuate a connector between the Orchard Road and a point abutting the front of the Fudge Factory Property, **it is necessary to have a clear and unimpaired road for the safe travel of vehicular and pedestrian traffic. The Connector Shall be 50 Feet in Width: It is my finding that during the months of high season, designated [herein], it shall be the obligation of High Hill Ranch to provide a 50 foot gap or opening in the parking lot fence immediately across from the Fudge Factory.** The south side of the 50 foot gap shall be directly across from the end of the "dog eared fence" that separates High Hill Ranch property from Fudge Factory property. The gap shall commence from that point heading north for 50 feet, from which point the parking lot fence will resume its path as depicted . . . (emphasis added).

October 2, 2026
Dept. 9
Civil Tentative Rulings

The Arbitrator concluded the term “High Season” means the time period from September 15 through December 15 of each year. The Arbitrator ruled that High Hill Ranch [Road] shall remain open to pedestrian and vehicular traffic at all times except for designated weekends and holidays during high season.

The Declaration of Frances “Jean” Reinders attests that Defendant closed Connector Road with traffic cones, an “Exit” sign, and cars on Saturday, September 13, 2025, September 27, 2025, and October 18, 2025. Connector Road was closed earlier in the day and remained closed the entire day due to Defendant’s placement of the objects in the 50-foot gap that abuts Fudge Factory. The Declaration of Seana Hartsell confirms she personally observed Defendant’s obstruction of Connector Road and provided photographic evidence of the violations.

The Declaration of Frances “Jean” Reinders also asserts there have been numerous other instances of Defendant’s violations of the Preliminary Injunction, which include restricting access to Fudge Factory via High Hill Road, closing Connector Road intermittently, preventing deliveries to Fudge Factory, restricting access to Fudge Factory via Orchard Road and Connector Road alternative access, and hosting private events on weeknights which blocks Fudge Factor’s easement.

Plaintiff argues that Defendant’s actions constitute a willful violation of the Preliminary Injunction by restricting access to Fudge Factory via Connector Road as Defendant had actual knowledge of the valid order and the ability to comply, which they willfully disobeyed.

Defendant argues that the Preliminary Injunction contains no express statement identifying the specific conduct Plaintiff alleges Defendant is prohibited from undertaking. It is only through Plaintiff’s reconstruction of provisions of the Preliminary Injunction and other “judgments” not explicitly referenced, which they allege to be the November 19, 2010, Arbitration Award and the May 17, 2011, Judgment, that form the basis of the violations. Under this interpretation, Defendant argues one must ascertain that the general statement granting the preliminary injunction incorporates the Court’s earlier summary of the temporary restraining order, then determine the reference to a “judgment” means the November 19, 2010, and May 17, 2011, Arbitration Award and Judgment to determine the substantive restrictions. As the Preliminary Injunction did not clearly and specifically prohibit the conduct Plaintiff challenges, it cannot form the basis for contempt.

The Preliminary Injunction prohibits the placing of vehicles, equipment, and other personal property on Plaintiff’s easement including on Connector Road. Plaintiff has presented facts which constitute contempt. Plaintiff’s motion for issuance of an OSC re: contempt is granted.

TENTATIVE RULING #13:

PLAINTIFF’S MOTION FOR ISSUANCE OF AN OSC RE: CONTEMPT IS GRANTED.

October 2, 2026
Dept. 9
Civil Tentative Rulings

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.

14.	25CV2137	WELLS FARGO BANK, N.A. VS. MELISSA ERIN WILSON
MOTION TO DEEM REQUESTS FOR ADMISSIONS ADMITTED		

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.

On July 24, 2026, Plaintiff, Wells Fargo Bank, N.A. ("Plaintiff"), filed a Motion to Deem Requests for Admissions Admitted. Plaintiff's motion is unopposed.

Plaintiff served Defendant, Melissa Erin Wilson ("Defendant") Requests for Admission via mail on May 5, 2026. To date, no response has been received. Plaintiff seeks an order deeming the requests contained in Plaintiff's request for Admissions, Set One, admitted.

Pursuant to Code of Civil Procedure § 2033.280, if a party to whom requests for admission are directed fails to serve a timely response, the requesting party may move for an order that the genuineness of any documents and the truth of any matters specified in the requests be deemed admitted, as well as for monetary sanctions. Such an order is mandatory unless the court finds that the party to whom the requests for admission have been directed has served, before the hearing on the motion, a proposed response to the requests for admission that is in substantial compliance with § 2033.220.

The Court finds that Defendant failed to provide a response to Plaintiff's Requests for Admissions, Set One. Plaintiff's Motion to Deem Requests for Admissions Admitted is granted.

TENTATIVE RULING #14:

PLAINTIFF'S MOTION TO DEEM REQUESTS FOR ADMISSIONS ADMITTED 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

October 2, 2026
Dept. 9
Civil Tentative Rulings

**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.**

15.	26CV0320	V3 ELECTRIC, INC. VS. ALEXANDER BOYD NETHERCOTT
DEMURRER / MOTION TO STRIKE		

Defendant, Alexander Boyd Nethercott (“Defendant”), demurs to Plaintiff’s, V3 Electric, Inc. (“Plaintiff”), First Amended Complaint pursuant to Code of Civil Procedure § 430.10(e) and (f). On September 18, 2026, Plaintiff filed an Opposition. Defendant’s Reply was filed on September 24, 2026.

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 Myles G. Taylor, counsel met and conferred with Plaintiff’s counsel, but the dispute could not be resolved.

Background

On May 21, 2026, Plaintiff filed a First Amended Complaint (“FAC”) alleging the following causes of action: 1) Breach of Fiduciary Duty; 2) Breach of Contract; 3) Breach of Duty of Loyalty; 4) Intentional Interference with Contractual Relations; 5) Intentional Interference with

Prospective Economic Relations; 6) Misappropriation of Trade Secrets; 7) Defamation Per Se; 8) Violation of California Business & Professions Code § 17200 et seq.; and 9) Breach of Contract.

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

Defendant demurs to the First, Second, Third, Fourth, Fifth, Seventh, and Eighth Causes of Action on the grounds that they fail to state facts sufficient to constitute a cause of action and are uncertain, ambiguous and unintelligible.

1. First, Third, Fourth, Fifth, and Eighth Causes of Action

Defendant argues the First, Third, Fourth, Fifth, and Eighth Causes of Action are preempted since they are based on the same operative facts as the Trade Secret claim. Defendant argues the Fourth and Fifth Causes of Action do not identify any misconduct independent of the misuse of confidential and trade secret information but rather relies on the same nucleus of facts. Defendant further asserts the Eighth Cause of Action is preempted because it expressly incorporates and relies on the trade secret misappropriation claim. As for the First and Third Causes of Action, Defendant contends they are preempted in large part because they rest on the same nucleus of facts as the trade secret misappropriation claim.

Plaintiff argues the Fourth Cause of Action alleges Defendant induced Plaintiff's sales representatives to breach their own agreements by recruiting co-workers, diverting customers, using confidential information for Revolt, and by conditioning Revolt jobs on those breaches. Plaintiff contends the wrongful employee and customer recruitment supports an inference claim notwithstanding CUTSA. Plaintiff further contends the Fifth and Eighth Causes of Action plead five wrongful acts independent of the trade secrets claim, while the First and Third Causes of Action do not depend on the use of trade secrets and independently establish breaches.

CUTSA includes a specific provision concerning preemption. That provision, section 3426.7, reads in pertinent part as follows: '(a) Except as otherwise expressly provided, this title does not supersede any statute relating to misappropriation of a trade secret, or any statute otherwise regulating trade secrets. [¶] (b) This title does not affect (1) *contractual remedies*, *whether or not based upon misappropriation of a trade secret*, (2) *other civil remedies that are*

not based upon misappropriation of a trade secret, or (3) criminal remedies, whether or not based upon misappropriation of a trade secret.’ Section 3426.7 thus ‘expressly allows contractual and criminal remedies, whether or not based on trade secret misappropriation.’ [Citation.] ‘At the same time, § 3426.7 implicitly preempts alternative civil remedies based on trade secret misappropriation. *Angelica Textile Services, Inc. v. Park* (2013) 220 Cal.App.4th 495, 505 [163 Cal.Rptr.3d 192, 201], as modified (Oct. 29, 2013), as modified on denial of reh'g (Nov. 7, 2013) (holding CUTSA did not displace the claim for interference with business relations that had basis independent of any trade secret claim); *See also Mattel, Inc. v. MGA Entertainment, Inc.* (C.D.Cal. 2011) 782 F.Supp.2d 911, 994 (holding CUTSA does not supersede intentional interference with contractual relations claims to the extent it arises out of conduct unrelated to the misappropriation of information claim).

But regardless of whether CUTSA displacement is construed broadly or narrowly (see *K.C. Multimedia, supra*, 171 Cal.App.4th at 957, 90 Cal.Rptr.3d 247) and regardless of whether CUTSA displaces not only claims based on misappropriation of trade secrets, but also claims based upon wrongful taking and use of confidential or proprietary information (see *Silvaco, supra*, 184 Cal.App.4th at p. 239, fn. 22, 109 Cal.Rptr.3d 27), courts look to the gravamen of the complaint (its “gist”) to determine whether CUTSA displaces a common law cause of action. Thus, for example, *K.C. Multimedia* noted that the displacement analysis “strongly suggests a factual inquiry, one that examines the conduct alleged in the claim” and focuses on “ ‘the actual gravamen of [the] complaint’ ” to determine whether common law claims are “ ‘based on the same nucleus of facts’ ” as the misappropriation claims. (*K.C. Multimedia*, at p. 957, 90 Cal.Rptr.3d 247.) Similarly, *Silvaco* held that an unfair competition law (UCL) claim was not displaced where the “gist” or “gravamen” of the claim did not depend upon a violation of trade secrets law. (*Silvaco, supra*, 184 Cal.App. 4th at 241–242, 109 Cal.Rptr.3d 27.) *Guild Mortgage Co. LLC v. CrossCountry Mortgage LLC* (2026) 120 Cal.App.5th 885, 899–900 [345 Cal.Rptr.3d 18, 29–30].

The Court finds the First, Third, Fourth, Fifth, and Eighth Causes of Action include independent conduct that goes beyond the trade secrets claim. Defendant’s demurrer to the First, Third, Fourth, Fifth, and Eighth Causes of Action is overruled.

2. Second Cause of Action

Defendant argues the Second Cause of Action for Breach of Contract fails because the FAC does not sufficiently plead the underlying contract, as it did not attach the contract, failed to quote its terms, and failed to identify the specific obligations Defendant allegedly breached.

Plaintiff argues Defendant signed the contract, performed under it for three years, and has a copy. Moreover, the FAC pleads the date and parties, the substance of each covenant, the remedies, Plaintiff’s performance, and four breaches tied to a covenant which provide Defendant fair notice of the contract and the conduct said to violated it.

Defendant further argues the liquidated damages clause in the alleged contract, which purports to entitle Plaintiff to an amount equal to the greater of one-half of Defendant's annual compensation or \$150,000.00, in addition to all other available remedies, is an unenforceable penalty pursuant to Civil Code § 1671. Plaintiff failed to plead facts demonstrating any reasonable relationship between the liquidated sum and anticipated harm for each breach alleged which is accordingly an unenforceable penalty.

Plaintiff argues the liquidated damages clause is presumptively valid and even if it were unenforceable, the cause of action survives because Plaintiff seeks actual damages, injunctive damages, specific performance, restitution, and fees.

A cause of action for breach of contract requires pleading of a contract, plaintiff's performance or excuse for failure to perform, defendant's breach and damage to plaintiff resulting therefrom. (4 Witkin, Cal. Procedure (4th ed. 1997) Pleading, § 476, p. 570.) A written contract may be pleaded either by its terms—set out verbatim in the complaint or a copy of the contract attached to the complaint and incorporated therein by reference—or by its legal effect. (*Id.*, §§ 479, 480, pp. 572–573.) In order to plead a contract by its legal effect, plaintiff must “allege the substance of its relevant terms. This is more difficult, for it requires a careful analysis of the instrument, comprehensiveness in statement, and avoidance of legal conclusions.” (*Id.*, § 480, p. 573.) *McKell v. Washington Mutual, Inc.* (2006) 142 Cal.App.4th 1457, 1489 [49 Cal.Rptr.3d 227, 253].

Except as provided in subdivision (c), a provision in a contract liquidating the damages for the breach of the contract is valid unless the party seeking to invalidate the provision establishes that the provision was unreasonable under the circumstances existing at the time the contract was made. Civil Code § 1671(b).

The Court finds that the Second Cause of Action is properly plead by its legal effect. Additionally, the Court finds the liquidated damages clause is presumptively valid and the burden is on Defendant to show it was unreasonable at the time of contracting which is not resolvable on demurrer. Defendant's demurrer to the Second Cause of Action is overruled.

3. Seventh Cause of Action

Defendant argues the Seventh Cause of Action fails as a matter of law because the statements in the FAC are: 1) nonactionable opinions; 2) protected by common-interest privilege under Civil Code § 47(c); 3) insufficiently pled with the required specificity; and 4) barred because a corporation cannot assert “defamation per se” based on statements about financial conditions unless the statements are factual, provably false, and directed at the corporation's reputation for integrity, which Plaintiff failed to allege.

A. Nonactionable Opinions

Defendant asserts the alleged statements that the "Company was failing, was facing severe operational and financial difficulties, and would not survive as an ongoing business, ... the assertions that the Company's business condition was deteriorating, that the Company was in danger of insolvency or operational collapse, and that employees and customers should expect the Company to fail in the near term" are statements of opinion, prediction, or subjective assessment, not provably false assertions of fact.

Plaintiff alleges that Defendant said the Company as failing," was "facing severe operational difficulties," and was "in danger of insolvency" which described the Company's condition and could be disproven from its books. As the Company's CRO and director, Defendant told sales representatives privately the company was failing, which could reasonably be understood as truth.

Though mere opinions are generally not actionable (*Taus v. Loftus, supra*, 40 Cal.4th at p. 720, 54 Cal.Rptr.3d 775, 151 P.3d 1185), a statement of opinion that implies a false assertion of fact is. (*McGarry v. University of San Diego, supra*, 154 Cal.App.4th at p. 112, 64 Cal.Rptr.3d 467 [" '[s]imply couching such statements in terms of opinion does not dispel these [false, defamatory] implications' [citation] because a speaker may still imply 'a knowledge of facts which lead to the [defamatory] conclusion' "], quoting *Milkovich v. Lorain Journal Co.* (1990) 497 U.S. 1, 18–19, 110 S.Ct. 2695, 111 L.Ed.2d 1 (*Milkovich*); *Overhill Farms, Inc. v. Lopez* (2010) 190 Cal.App.4th 1248, 1260, 119 Cal.Rptr.3d 127 (*Overhill Farms*); *Ruiz v. Harbor View Community Assn.* (2005) 134 Cal.App.4th 1456, 1471, 37 Cal.Rptr.3d 133 ["An opinion ... is actionable only 'if it could reasonably be understood as declaring or implying actual facts capable of being proved true or false' ' "].)

Thus, our inquiry is not merely whether the statements are fact or opinion, but " 'whether a reasonable fact finder could conclude the published statement declares or implies a provably false assertion of fact.' " (*McGarry v. University of San Diego, supra*, 154 Cal.App.4th at p. 113, 64 Cal.Rptr.3d 467.) We apply a "totality of the circumstances" test to determine both whether (a) a statement is fact or opinion, and (b) a statement declares or implies a provably false factual assertion; that is, courts look to the words of the statement itself and the context in which the statement was made. (*Baker v. L.A. Herald Exam'r.* (1986) 42 Cal.3d 254, 260, 266, 228 Cal.Rptr. 206, 721 P.2d 87; *Overhill Farms, supra*, 190 Cal.App.4th at p. 1261, 119 Cal.Rptr.3d 127; *Franklin v. Dynamic Details, Inc.* (2004) 116 Cal.App.4th 375, 385–386, 10 Cal.Rptr.3d 429.) "Under the totality of the circumstances test, '[f]irst, the language of the statement is examined. For words to be defamatory, they must be understood in a defamatory sense.... [¶] Next, the context in which the statement was made must be considered.' " (*Franklin*, at pp. 385–386, 10 Cal.Rptr.3d 429, quoting *Baker*, at pp. 260–261, 228 Cal.Rptr. 206, 721 P.2d 87.) Whether challenged statements convey the requisite factual imputation is ordinarily a question of law for the court. (*Overhill Farms*, at p. 1261, 119 Cal.Rptr.3d 127; *Nygaard, Inc. v. Uusi-Kerttula, supra*,

159 Cal.App.4th 1027, 1048–1049, 72 Cal.Rptr.3d 210.) *Hawran v. Hixson* (2012) 209 Cal.App.4th 256, 289–290 [147 Cal.Rptr.3d 88, 116–117].

The question whether challenged statements convey the requisite factual imputation is ordinarily a question of law for the court. (*Moyer, supra*, 225 Cal.App.3d at p. 724, 275 Cal.Rptr. 494; *Baker, supra*, 42 Cal.3d 254, 260, 228 Cal.Rptr. 206, 721 P.2d 87; *Okun v. Superior Court, supra*, 29 Cal.3d 442, 450, 175 Cal.Rptr. 157, 629 P.2d 1369.) However, as noted in *Good Government Group of Seal Beach, supra*, 22 Cal.3d 672, 682, 150 Cal.Rptr. 258, 586 P.2d 572, some statements are ambiguous and cannot be characterized as factual or nonfactual as a matter of law. “In these circumstances, it is for the jury to determine whether an ordinary reader would have understood the article as a factual assertion....” (*Ibid.*; see *Hofmann Co., supra*, 202 Cal.App.3d at pp. 397–398, 248 Cal.Rptr. 384.)

The allocation of functions between court and jury with respect to factual content is analogous to the allocation with respect to defamatory meaning in general. On the latter issue, the court must first determine as a question of law whether the statement is reasonably susceptible of a defamatory interpretation; if the statement satisfies this requirement, it is for the jury to determine whether a defamatory meaning was in fact conveyed to the listener or reader. (*MacLeod v. Tribune Publishing Co.* (1959) 52 Cal.2d 536, 546, 343 P.2d 36; *Williams v. Daily Review, Inc.* (1965) 236 Cal.App.2d 405, 411, 46 Cal.Rptr. 135; see *Maidman v. Jewish Publications, Inc.* (1960) 54 Cal.2d 643, 651, 7 Cal.Rptr. 617, 355 P.2d 265.) Similarly, it is a question of law for the court whether a challenged statement is reasonably susceptible of an interpretation which implies a provably false assertion of actual fact. If that question is answered in the affirmative, the jury may be called upon to determine whether such an interpretation was in fact conveyed. *Kahn v. Bower* (1991) 232 Cal.App.3d 1599, 1608 [284 Cal.Rptr. 244, 249–250].

Under the totality of the circumstances, the Court finds the alleged statements made by Defendant are actionable.

B. Common-Interest Privilege

Defendant contends that even if the alleged statements are actionable, the common-interest privilege applies pursuant to Civil Code § 47(c). The FAC pled Defendant made these statements in his capacity as Director and Officer in the course of internal business discussions with company employees, prospective employees, and business contacts who have a direct interest in the Company’s operational condition. The FAC fails to plead specific facts showing malice.

Plaintiff asserts the FAC pled that Defendant knew the statements were false, made them to move employees to the competitor he was secretly forming, and he concealed his recruiting with nondisclosure agreements. By telling the sales representatives the Company was failing in order to recruit them, Defendant was not protecting an interest he shares with the Company.

Civil Code section 47 provides: “A privileged publication or broadcast is one made: [¶] ... [¶] (c) In a communication without malice, to a person interested therein, (1) by one who is also interested....” Thus, it extends a conditional privilege against defamatory statements made without malice on subjects of mutual interest. (*Noel v. River Hills Wilsons, Inc.* (2003) 113 Cal.App.4th 1363, 1368, 7 Cal.Rptr.3d 216.) If malice is shown, the privilege is not merely overcome, it never arises. (*Ibid.*) However, if the privilege does arise, it is a complete defense. (*Id.* at p. 1369, 7 Cal.Rptr.3d 216.)

In the case of the common interest privilege, malice cannot be inferred from the communication itself. (Civ.Code, § 48.) Moreover, the malice necessary to defeat a qualified privilege is “actual malice.” Such malice is established by a showing that the publication was motivated by hatred or ill will toward the plaintiff or by a showing that the defendant lacked reasonable grounds for belief in the truth of the publication and therefore acted in reckless disregard of the plaintiff's rights. (*Sanborn v. Chronicle Pub. Co.* (1976) 18 Cal.3d 406, 413, 134 Cal.Rptr. 402, 556 P.2d 764.) However, the lack of reasonable grounds requires more than mere negligence. Malice is shown only when the negligence amounts to a reckless or wanton disregard for the truth, so as to imply a willful disregard for, or avoidance of, accuracy. (*Noel v. River Hills Wilsons, Inc., supra*, 113 Cal.App.4th at pp. 1370–1371, 7 Cal.Rptr.3d 216.) *Hailstone v. Martinez* (2008) 169 Cal.App.4th 728, 739–740 [87 Cal.Rptr.3d 347, 355].

The Court finds that Defendant’s alleged statements were not calculated to protect or further the Company’s interest, but rather to damage that interest for Defendant’s benefit. Additionally, Plaintiff has properly pled Defendant acted with malice.

C. Specificity

Defendant argues the FAC alleges only Defendant made the statements on “multiple occasions” between May 2025 and November 2025, in “one-on-one conversations and group discussions,” without identifying specific dates, audiences, or verbatim statements. The FAC further fails to state facts regarding any lost profits or injury to the business.

Plaintiff asserts the FAC pleads the substance, the speaker, audience, setting, period, falsity, and purpose. Defendant seeks evidence within his possession.

Less particularity is required when it appears that defendant has superior knowledge of the facts, so long as the pleading gives notice of the issues sufficient to enable preparation of a defense. (*Bradley v. Hartford Acc. & Indem. Co.* (1973) 30 Cal.App.3d 818, 825, 106 Cal.Rptr. 718; *Schessler v. Keck* (1954) 125 Cal.App.2d 827, 835, 271 P.2d 588 (upholding pleading on information and belief).) Nor is the allegation defective for failure to state the exact words of the alleged slander. Notwithstanding an early dictum cited here (*Haub v. Friermuth* (1905) 1 Cal.App. 556, 557, 82 P. 571), we conclude that slander can be charged by alleging the substance of the defamatory statement. (See *Lipman v. Brisbane Elementary Sch. Dist.* (1961) 55 Cal.2d 224, 235, 11 Cal.Rptr. 97, 359 P.2d 465; *Schessler v. Keck, supra*, 125 Cal.App.2d 827, 830, 271

P.2d 588 (sustaining allegation of statement that “plaintiff was being treated for syphilis ... and ... should not be employed as a cook”); cf. *des Granges v. Crall* (1915) 27 Cal.App. 313, 315, 149 P. 777 (requiring exact pleading of words of libel).) *Okun v. Superior Court* (1981) 29 Cal.3d 442, 458 [175 Cal.Rptr. 157, 166–167, 629 P.2d 1369, 1378–1379].

The Court finds the FAC is plead to provide Defendant, who has superior knowledge, with sufficient notice of the allegations as the substance of the statements are provided within a short timeframe.

D. Improperly Pleads Defamation Per Se

Defendant argues the FAC fails to allege any statements that rise to the level required for defamation per se, as they do not accuse Plaintiff of dishonesty, fraud, or unethical conduct; do not assert a lack of skill, competence, or professional qualification; and do not suggest conduct that would disqualify Plaintiff from conducting their profession.

Plaintiff asserts that a false report that a business is failing or insolvent is the paradigm of a statement that lessens profits.

Civil Code § 46 provides:

Slander is a false and unprivileged publication, orally uttered, and also communications by radio or any mechanical or other means which:

1. Charges any person with crime, or with having been indicted, convicted, or punished for crime;
2. Imputes in him the present existence of an infectious, contagious, or loathsome disease;
3. Tends directly to injure him in respect to his office, profession, trade or business, either by imputing to him general disqualification in those respects which the office or other occupation peculiarly requires, or by imputing something with reference to his office, profession, trade, or business that has a natural tendency to lessen its profits;
4. Imputes to him impotence or a want of chastity; or
5. Which, by natural consequence, causes actual damage.

The Court finds that statements about the Company’s financial condition allegedly made by Defendant impute something with reference to the business that has a natural tendency to lessen profits.

Defendant’s demurrer to the Seventh Cause of Action is overruled.

//

MOTION TO STRIKE

Defendant, Alexander Netherscott ("Defendant"), moves to strike specified portions of Plaintiff's, V3 Electric, Inc. ("Plaintiff"), First Amended Complaint pursuant to Code of Civil Procedure §§ 435 and 436. On September 18, 2026, Plaintiff filed an Opposition. Defendant's Reply was filed on September 24, 2026.

Legal Principles

A motion to strike is generally used to address defects appearing on the face of a pleading that are not subject to demurrer. (*Pierson v. Sharp Memorial Hospital* (1989) 216 Cal.App.3d 340, 342.) "The court may, upon a motion [to strike] ..., or at any time in its discretion ... [¶] ... [s]trike out any irrelevant, false, or improper matter inserted in any pleading." (Code Civ. Proc., § 436, subd. (a).) Like a demurrer, the grounds for a motion to strike must appear on the face of the pleading or from any matter which the court is required to take judicial notice. (Code Civ. Proc., § 437, subd. (a).) On a motion to strike the trial court must read the complaint as a whole, considering all parts in their context, and must assume the truth of all well-pleaded allegations. (*Courtesy Ambulance*, supra, 8 Cal.App.4th at p. 1519.)

Discussion

1. **The punitive damages allegations at pages 9:17-18 (¶23), 11:21-22 (¶31), 14:27-15:1 (¶49), 16:14-15 (¶58), 17:18-21 (¶67), and 21:3-4 (¶88), including allegations that Defendant Nethercott and/or other Defendants acted with "oppression," "fraud," and/or "malice," and that Plaintiff is entitled to punitive and exemplary damages under Civil Code § 3294.**

Defendant argues that each paragraph identified states only a conclusion that Defendant "acted with oppression, fraud, and malice," and does not provide specific facts to substantiate the allegations.

Plaintiff argues that the general allegations provide the details regarding Defendant's acts of oppression, fraud, and malice, and the defamation cause of action provides additional support.

The Court finds the FAC provides specific facts to substantiate Plaintiff's allegations that Defendant acted with oppression, fraud, and/or malice and is therefore entitled to seek punitive and exemplary damages. Defendant's motion to strike is denied.

2. **Item 7 under the PRAYER FOR RELIEF, seeking "punitive and exemplary damages under California Civil Code § 3294 on Plaintiffs tort claims.", at page 24:27-28.**

Finding oppression, fraud, and/or malice properly pled, Defendant's motion to strike is denied.

3. **The portions of the First Cause of Action for Breach of Fiduciary Duty that are preempted by the California Uniform Trade Secrets Act, including pages 10: 19-20 (incorporating**

general allegations of misappropriation, including p. 3:19-23, 5:20-24, 8:24-28, and 9:13-16), 11 :3-7 (" ... (d) using and disclosing the Company's confidential, proprietary, and nonpublic information for the benefit of Revolt and to the detriment of the Company ... "), and 11: 16 (" ...loss and misuse of confidential and proprietary information, ... ").

Defendant argues the specified allegations are preempted under the law by the California Uniform Trade Secrets Act and requests mentions of the use of the trade secret information be stricken.

The Court does not find the mere inclusion of trade secret-related allegations within the cause of action subjects them to being stricken, as they provide further support for Defendant's alleged breach of fiduciary duty independent of the misappropriation of a trade secret. Defendant's motion to strike is denied.

4. **The portions of the Third Cause of Action for Breach of Duty of Loyalty that are preempted by the California Uniform Trade Secrets Act, including pages 13:10-11 [141] (incorporating general allegations of misappropriation, including p. 3: 19-23, 5 :20-24, 8:24- 28, and 9:13-16) and 13:25-26 [144] ("diverting and assisting others in diverting Company corporate opportunities, customer relationships, and sales leads to Revolt").**

The Court does not find the mere inclusion of trade secret-related allegations within the cause of action subjects them to being stricken, as they provide further support for Defendant's alleged breach of duty of loyalty independent of the misappropriation of a trade secret. Defendant's motion to strike is denied.

5. **The portions of the general allegations and Second Cause of Action for Breach of Contract regarding unenforceable liquidated damages provision, including pages 4:27-5:2 [112] ("The Agreement further provided that any material breach entitled the Company to liquidated damages equal to the greater of (i) one-half of Nethercott's annual compensation or (ii) \$150,000, in addition to all other available remedies"), 12:12-14 [135] (same), and 13:3-5 [140] ("Pursuant to the Agreement, Plaintiff is entitled to liquidated damages in an amount equal to the greater of (i) one-half of Nethercott's annual compensation or (ii) \$150,000, in addition to all other available remedies ... ").**

Defendant argues Plaintiff failed to plead the came with requisite specificity and on the grounds that the Agreement's liquidated damages clause is an unenforceable penalty. Plaintiff failed to plead facts demonstrating a reasonable relationship between that sum and the anticipated harm for each breach alleged.

Plaintiff argues the clause is presumptively valid and the burden is on Defendant to prove otherwise.

The Court finds the burden rests on Defendant to prove unreasonableness, which requires a fact-intensive inquiry into the circumstances. Defendant's motion to strike is denied.

6. **Item 2 under PRAYER FOR RELIEF, "For liquidated damages, pursuant to Nethercott's Agreement, in an amount equal to the greater of (i) one-half of Nethercott's annual compensation or (ii) \$150,000;" at page 24:23-24.**

The Court finds the burden rests on Defendant to prove unreasonableness, which requires a fact-intensive inquiry into the circumstances. Defendant's motion to strike is denied.

TENTATIVE RULING #15:

DEFENDANT'S DEMURRER TO PLAINTIFF'S FIRST AMENDED COMPLAINT IS OVERRULED.

DEFENDANT'S MOTION TO STRIKE IS DENIED.

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

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.

October 2, 2026
Dept. 9
Civil Tentative Rulings