October 23, 2026
Dept. 9
Civil Tentative Rulings

1.	**22CV1011**	**SHINGLE SPRINGS BAND OF MIWOK INDIANS VS. FLINTCO PACIFIC, INC ET AL**
MOTION TO QUASH		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON OCTOBER 30, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON OCTOBER 23, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

On September 4, 2026, Defendant/Cross-Complainant, Flitco Pacific, Inc. ("Defendant"), filed a Motion to Quash Deposition Subpoena to Custodian of Records for Flintco, LLC. Defendant withdrew its Motion to Quash Deposition Subpoena to Custodian of Records for Flintco, LLC on September 11, 2026.

The hearing on Defendant's Motion to Quash is vacated.

TENTATIVE RULING #1:

THE HEARING ON DEFENDANT'S MOTION TO QUASH DEPOSITION SUBPOENA TO CUSTODIAN OF RECORDS FOR FLINTCO, LLC, IS VACATED.

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

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2.	**24CV1448**	**BRUCE HENDERSON ET AL VS. YP JACKS LLC DBA JACK IN THE BOX**
MOTION TO COMPEL ARBITRATION		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON OCTOBER 30, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON OCTOBER 23, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

On September 2, 2026, Defendant, YP Jacks LLC DBA Jack in the Box ("Defendant"), filed a Motion to Compel Arbitration and Stay PAGA Representative Action. Plaintiff, Sara Humble ("Plaintiff"), filed an Opposition on October 12, 2026. Defendant's Reply was filed on October 16, 2026.

Legal Principles

Code of Civil Procedure § 1281.2 provides, in part:

> On petition of a party to an arbitration agreement alleging the existence of a written agreement to arbitrate a controversy and that a party to the agreement refuses to arbitrate that controversy, the court shall order the petitioner and the respondent to arbitrate the controversy if it determines that an agreement to arbitrate the controversy exists, unless it determines that:
>
> (a) The right to compel arbitration has been waived by the petitioner; or
>
> (b) Grounds exist for rescission of the agreement.

Background

On July 5, 2024, Plaintiffs, Bruce Henderson and Sara Humble, filed a PAGA Representative Action Complaint asserting a cause of action for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq. Plaintiffs assert numerous Labor Code violations including: 1) Failure to Pay for all Hours Worked (Labor Code §§ 510, 1194 and 1198); 2) Failure to Provide Meal Periods; 3) Failure to Authorize and Permit Rest Breaks; 4) Failure to Pay All Earned Wages Twice Per Month (Labor Code § 204); 5) Failure to Maintain Accurate Records of Hours Worked and Meal Periods (Labor Code §§ 1174(d) and 1174.5; IWC Order § 7(A)(3); 6) Failure to Timely Pay All Wages at Termination (Labor Code §§ 201 and 202); 7) Failure to Furnish Accurate Itemized Wage Statements (Labor Code § 226); 8) Failure to Indemnify for Necessary Expenditures (Labor Code §§ 2802 and 2699(f)(2)); and 9) Failure to Produce Requested Employment Records (Labor Code §§ 226, 1198.5, and 432).

On September 10, 2024, Defendant filed an Answer, containing a general denial and asserting nineteen affirmative defenses.

Discussion

Defendant contends that on May 26, 2022, Plaintiff knowingly and voluntarily entered into a valid and enforceable Arbitration Agreement (the "Agreement"), which unambiguously covers the allegations in the Complaint. Defendant maintains it has met its burden by showing a valid arbitration exists and Plaintiff's claims are explicitly covered by the Agreement.

Plaintiff opposes Defendant's motion on the following grounds: 1) Defendant waived their right to contractual arbitration; 2) Defendant failed to produce sufficient evidence authenticating the electronic signature as Plaintiff's; and 3) the Agreement is unconscionable.

Waiver

Plaintiff argues Defendant engaged in an egregious delay prior to bringing the underlying motion which is inconsistent with the right to arbitrate, as Defendant waited over two years after the case was filed, approximately twenty months after mediation was agreed upon, and approximately three months after Defendant's counsel notified Plaintiff they would be filing the present motion. By the time Defendant first met and conferred regarding arbitration, sixteen months had passed from the date the Complaint was filed, the Parties engaged in six case management conferences, and Defendant had been represented by three different law firms, evidencing Defendant acted in a manner which contradicts an intent to pursue arbitration.

Defendant argues Plaintiff has failed to present evidence establishing it knew of its contractual right to arbitrate and intentionally relinquished or abandoned it, as the passage of time does not itself establish the requisite intent. Defendant propounded no discovery, served no discovery responses, noticed no depositions, and filed no merits-based motions. Defendant only participated in case management conferences. After Defendant retained its current counsel, repeated attempts were made to arbitrate.

[I]n determining whether a party to an arbitration agreement has lost the right to arbitrate by litigating the dispute, a court should treat the arbitration agreement as it would any other contract, without applying any special rules based on a policy favoring arbitration. That is, courts should apply the same procedural rules that they would apply to any other contract. (*Ibid*.) *Quach v. California Commerce Club, Inc.* (2024) 16 Cal.5th 562, 583 [323 Cal.Rptr.3d 126, 142, 551 P.3d 1123, 1136].

To establish waiver under generally applicable contract law, the party opposing enforcement of a contractual agreement must prove by clear and convincing evidence that the waiving party knew of the contractual right and intentionally relinquished or abandoned it. (*Lynch*, *supra*, 3 Cal.5th at p. 475, 219 Cal.Rptr.3d 754, 396 P.3d 1085; see *Waller v. Truck Ins. Exchange, Inc*. (1995) 11 Cal.4th 1, 31, 44 Cal.Rptr.2d 370, 900 P.2d 619 (*Waller*) [burden is on party claiming waiver " 'to prove it by clear and convincing evidence' "]; 30 Cal.Jur. 3d, *supra*, Estoppel and Waiver, § 38.) Under the clear and convincing evidence standard, the proponent of

a fact must show that it is "highly probable" the fact is true. (*Conservatorship of O.B.* (2020) 9 Cal.5th 989, 995, 266 Cal.Rptr.3d 329, 470 P.3d 41 (*O.B.*).) The waiving party's knowledge of the right may be "actual or constructive." (*Outboard Marine Corp. v. Superior Court* (1975) 52 Cal.App.3d 30, 41, 124 Cal.Rptr. 852.) Its intentional relinquishment or abandonment of the right may be proved by evidence of words expressing an intent to relinquish the right or of conduct that is so inconsistent with an intent to enforce the contractual right as to lead a reasonable fact finder to conclude that the party had abandoned it. (*Lynch*, *supra*, 3 Cal.5th at p. 475, 219 Cal.Rptr.3d 754, 396 P.3d 1085.). *Id*. at 584.

In *Quach*, the Court found the defendant was aware of its right to compel arbitration, which was supported by defendant's director of human resources' declaration that attested defendant required all employees to sign form agreements providing for binding arbitration. *Id*. at 586. Defendant also answered the complaint and propounded discovery requests. *Id*. Despite stating within its answer that plaintiff should be compelled to arbitrate, defendant's counsel did not raise the issue with plaintiff's counsel or the court, and instead affirmatively indicated its preference for a jury trial within its initial case management statement, left the box for indicating it was "willing to participate" in arbitration blank, and represented the only motion it intended to file was a "dispositive motion." *Id*. Thereafter, defendant posted jury fees. *Id*. Defendant did not first seek to enforce its right to compel arbitration until 13 months after the complaint was filed. *Id*. Finding defendant was fully aware of its right to compel arbitration, choosing not to do so for 13 months, and affirmatively engaging in conduct which is inconsistent with an intent to arbitrate, the court held defendant waived its right to arbitrate the dispute. *Id*. at 587.

Similarly here, Defendant has engaged in conduct that demonstrates it waived its right to arbitrate, which it had full awareness of. The Declaration of Deborah Hood indicates the arbitration agreement is provided to each of Defendant's applicants, including Plaintiff. Defendant is a franchiser of Jack In The Box restaurants, a national fast-food chain with over 2,000 locations, who maintains uniform standards and operational procedures across all states. Since at least November 13, 2019, Defendant has required each applicant across each of its locations to sign an arbitration agreement, demonstrating Defendant had full knowledge of the Agreement it now seeks to enforce.

Defendant answered the complaint and asserted nineteen affirmative defenses. Although Defendant did not assert Plaintiff should be compelled to arbitrate within the Answer or propound discovery, Defendant's further conduct was inconsistent with its intent to arbitrate. Defendant did not check the box indicating a willingness to participate in binding private arbitration and instead requested a jury or nonjury trial in the Case Management Statements filed on December 16, 2024, June 30, 2025, October 24, 2025, and December 15, 2025. Defendant indicated that it anticipated it will file a dispositive motion after sufficient discovery and that it will engage in Requests for Production, Form Interrogatories, Special Interrogatories,

and Plaintiff's deposition within its Case Management Statements filed on December 16, 2024, and June 30, 2025, and included its intent to engage in discovery in the statement filed December 15, 2025. Defendant deposited jury fees on October 27, 2025.

On December 15, 2025, Defendant's Case Management Statement raised for the first time, 15 months after the Complaint was filed, that it intended to file a motion to compel arbitration if Plaintiff will not stipulate, and thereafter indicated a willingness to participate in arbitration within the Case Management Statements filed on May 4, 2026, June 1, 2026, and October 4, 2026. Defendants Case Management Statements continue to request a jury trial and assert it will conduct written discovery, take Plaintiff's deposition, engage in expert discovery, and expert depositions. Defendant's Motion to Compel Arbitration was not filed until September 2, 2026, 26 months from the filing of Plaintiff's Complaint and nearly 24 months from the filing of its Answer.

The Court finds that despite being fully aware of its right to compel arbitration, Defendant engaged in conduct which was inconsistent with its intent to arbitrate and therefore waived its right to arbitrate. Finding waiver, Plaintiff's additional arguments will not be addressed. Defendant's Motion to Compel Arbitration is denied.

TENTATIVE RULING #2:

DEFENANT'S MOTION TO COMPEL ARBITRATION IS DENIED.

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

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3.	**24CV1749**	**BRANDON A DAVIS VS. FCA US, LLC ET AL**
ATTORNEY'S FEES / MOTION TO STRIKE/TAX COSTS		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON OCTOBER 30, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON OCTOBER 23, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

Before the Court are the following matters: 1) Motion to Strike, or Alternatively, Tax Plaintiff's Memorandum of Costs; and 2) Motion for Attorneys' Fees, Costs, and Expenses.

MOTION TO STRIKE/TAX COSTS

On September 3, 2026, Defendant, FCA US, LLC ("Defendant"), filed a Motion to Strike, or Alternatively, Tax Plaintiff's Memorandum of Costs. Plaintiff, Brandon Davis ("Plaintiff"), filed an Opposition on October 6, 2026. Defendant's Reply was filed on October 16, 2026.

Legal Principles

A prevailing party is entitled to recover its costs. (Code Civ. Proc., § 1032, subd. (b).) Code of Civil Procedure section 1033.5 creates three categories of costs—allowed, prohibited, and discretionary. (*Rozanova v. Uribe* (2021) 68 Cal.App.5th 392, 402 [question presented was which category covered the claimed item].) First, Code of Civil Procedure section 1033.5, subdivision (a) lists the items specifically allowed as recoverable costs. Second, Code of Civil Procedure section 1033.5, subdivision (b) lists items that "are not allowable as costs, except when expressly authorized by law[.]" (*Ibid.*) Third, Code of Civil Procedure section 1033.5, subdivision (c)(4) provides that an item neither specifically allowable under subdivision (a) nor explicitly prohibited under subdivision (b) may be allowed or denied in the discretion of the court if certain requirements are satisfied. (*Id.*, subd. (c)(4).) In particular, the item must be (1) "incurred, whether or not paid;" (2) "reasonably necessary to the conduct of the litigation rather than merely convenient or beneficial to its preparation;" and (3) "reasonable in amount." (*Id.*, subd. (c).)

" 'In ruling upon a motion to tax costs, the trial court's first determination is whether the statute expressly allows the particular item and whether it appears proper on its face. "If so, the burden is on the objecting party to show [the costs] to be unnecessary or unreasonable." [Citation.] Where costs are not expressly allowed by the statute, the burden is on the party claiming the costs to show that the charges were reasonable and necessary.' " (*Rozanova*, *supra*, 68 Cal.App.5th at p. 399; see *Berkeley Cement*, *Inc. v. Regents of University of Cal.* (2019) 30 Cal.App.5th 1133, 1139.)

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Discussion

Defendant requests the Court strike Plaintiff' Memorandum of Costs in its entirety because it failed to comply with the provision within the Parties' settlement agreement which required Plaintiff to file a single noticed motion for a claim for attorney's fees, expenses and costs.

Plaintiff argues the settlement agreement did not state Plaintiff was required to seek all attorneys' fees, costs, and expenses exclusively through a single filing, nor does it prohibit Plaintiff from filing aa Memorandum of Costs. Moreover, Plaintiff did file a noticed motion seeking attorney's fees, costs, and expenses, and accordingly Plaintiff complied with the scope of the noticed motion contemplated by the settlement agreement.

Paragraph 3 of the settlement agreement provides:

> In the alternative, if Plaintiff disagrees with this amount for attorney's fees, expenses, and costs, Plaintiff **may** file a single noticed motion seeking attorney's fees, expenses, and costs in an amount to be determined by the Court to have been reasonably incurred pursuant to Civil Code Section 1794(d). This is a settlement offer. There is no admission of liability by this offer. For purposes of this motion only, Plaintiff will be deemed the prevailing party. (emphasis added).

The Court does not find that by filing a Memorandum of Costs, Plaintiff violated the settlement agreement. Plaintiff's Memorandum of Costs was not prohibited by the settlement agreement, nor a noticed motion. Plaintiff thereafter filed a noticed motion seeking attorney's fees, costs, and expenses in compliance with the settlement agreement. Defendant's motion to strike the Memorandum of Costs in its entirety is denied.

Alternatively, Defendant requests the following charges be taxed: 1) filing and motion fees; 2) deposition costs; 3) service of process; and 4) other costs.

1. Filing and Motion Fees

   Of the $688.95 claimed, Defendant seeks to tax $168.45. Plaintiff argues the costs were reasonably incurred in connection with the filing and processing of documents in the action and fall within the broader recovery authorized by Civil Code § 1794(d).

   The Court does not find Defendant has met their burden in showing the cost is unnecessary or unreasonable. Defendant's motion to tax $168.45 is denied.

2. Deposition Costs

   Defendant seeks to tax $1,257.85 of the $2,467.50 sought in deposition charges. Plaintiff argues the expenses were incurred in taking, obtaining, and managing the

deposition and its resulting materials and are recoverable pursuant to Civil Code § 1794(d).

The Court does not find Defendant has met their burden in showing the cost is unnecessary or unreasonable. Defendant's motion to tax $1,257.85 is denied.

3. Service of Process

Defendant requests the Court tax $3.30 from the $50.55 for service of the Summons and Complaint. Plaintiff argues the charge is a vendor expense incurred in connection with service and electronic service.

The Court does not find Defendant has met their burden in showing the cost is unnecessary or unreasonable. Defendant's motion to tax $3.30 is denied.

4. Other Costs

Of the $152.78 in other costs, Defendant seeks to tax $58.78. Plaintiff does not oppose Defendant's request to tax $56.93 in subpoena expenses and requests the Court deny Defendant's remaining request as it was a vendor expense reasonably incurred.

The Court does not find Defendant has met their burden in showing $1.85 cost is unnecessary or unreasonable. Defendant's motion to tax $1.85 is denied. Defendant's motion to tax $56.93 in other costs is granted.

ATTORNEYS' FEES

On September 1, 2026, Plaintiff filed a Motion for Attorneys' Fees, Costs, and Expenses. No opposition has been filed.

Plaintiff requests the Court award attorneys' fees in the amount of $17.421.23, comprised of $11,793.50 in attorneys' fees, a 1.35 multiplier enhancement on the attorneys' fees ($4,127.73), and an additional $1,500.00 for Plaintiff's counsel to review Defendant's Opposition, draft the Reply and attend the hearing on this underlying motion.

Request for Judicial Notice

Plaintiff seeks judicial notice of thirty-six (36) documents from unrelated cases; however, Plaintiff does not include copies of the documents he seeks judicial notice of.

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 Plaintiff fall within the purview of Section 452, matters which *may* be judicially noticed, the Court does not 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 not satisfied the requirements of Evidence Code § 453 and the request for judicial notice is denied.

Reasonable Rate

The Declaration of Payam Shahian provides that she was licensed in California in 2003. Although Mr. Shahian is not requesting reimbursement of his fees, he is familiar with the backgrounds of other attorneys and staff within the firm who assisted in the case, whose fees range between $325/hour and $650/hour.

The Court finds that the hourly fee rates are reasonable for a contingent fee matter.

Multiplier

Plaintiff seeks a multiplier enhancement in the amount of 1.35 ($4,127.73). Plaintiff contends counsel obtained an outstanding outcome for Plaintiff by securing a recovery of $7,500.00 plus attorneys' fees, costs, and expenses, the risks posed by litigation were substantial due to the contingent nature of the case, and there was a delay in payment as the Complaint was filed on August 12, 2024, and has not been paid for over two years.

The Court finds a multiplier of 1.35 is reasonable considering the outcome received and delay in payment.

Number of Hours Claimed

The Declaration of Payam Shahian provides that 26.9 hours of work were performed by attorneys and legal staff.

The Court finds that the number of hours claimed is reasonable.

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Anticipated Fees

Plaintiff requests fees in the amount of $1,500.00 for anticipated costs of reviewing Defendant's Opposition, preparing a Reply brief, and attending the hearing. As no opposition or reply were filed, Plaintiff's request for these fees is denied. Plaintiff's request for fees for attending the hearing are granted subject to verification.

Costs

Plaintiff's Memorandum of Costs seeks costs in the amount of $3,509.78. As discussed above, Plaintiff's Memorandum of Costs is stricken by $56.93 in other costs. Plaintiff's request for costs is granted in the amount of $3,452.85.

Plaintiff's Motion for Attorneys' Fees, Costs, and Expenses is granted. Defendant shall pay to Plaintiff $15,921.23 in attorneys' fees and $3,452.85 in costs, totaling $19,374.08, within thirty (30) days of the Court's order.

TENTATIVE RULING #3:

DEFENDANT'S MOTION TO STRIKE COSTS IS DENIED. DEFENDANT'S MOTION TO TAX COSTS IS GRANTED AS TO $56.93 IN OTHER COSTS.

PLAINTIFF'S MOTION FOR ATTORNEYS' FEES IS GRANTED. DEFENDANT SHALL PAY TO PLAINTIFF THE AMOUNT OF $15,921.23 IN ATTORNEYS' FEES AND $3,452.85 IN COSTS, TOTALING $19,374.08, WITHIN THIRTY (30) DAYS OF THE COURT'S ORDER.

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4.	**25CV1073**	**US LBM OPERATING CO. 2009, LLC, DBA MEEK'S LUMBER, A DELAWARE LIMITED LIABILITY COMPANY VS. AM DEVELOPMENT INC., A CALIFORNIA CORPORATION ET AL**
MOTION FOR ENTRY OF STIPULATED JUDGMENT		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON OCTOBER 30, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON OCTOBER 23, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

On September 14, 2026, Plaintiff, US LBM Operating Co. 2009, LLC, dba Meek's Lumbar, a Delaware limited liability company ("Plaintiff"), filed an Ex Parte Application for Entry of Stipulated Judgment. The Court denied the application and set the matter on the law and motion calendar. A Proof of Service was filed on October 16, 2026, indicating Defendants, AM Development, Inc. and Adam Murray ("Defendants"), were served on September 18, 2026. Defendants filed an Opposition on October 12, 2026, and Plaintiff's Reply was filed on October 16, 2026.

Background

On August 14, 2026, Plaintiff and Defendants, joined by Elysium Wake LLC, as Trustee of the Elysium Trust, entered into a Settlement Agreement and Conditional Release (the "Settlement Agreement") and Stipulation for Entry of Judgment Pursuant to Code of Civil Procedure § 664.6 (the "Stipulated Judgment").

The Parties agreed that Defendants would pay $150,000.00 (the "Settlement Payment") to Plaintiff within thirty (30) calendar days of August 14, 2026 (the "Effective Date"), i.e., September 13, 2026 (the "Payment Deadline"), with the first $50,000.00 (the "Initial Payment") of the Settlement Payment due within one week of the Effective Date, i.e., August 21, 2026. The Settlement Payment is considered timely received if it is received within five (5) business days after the Payment Deadline due solely to wire processing delays not caused by the Settling Defendants.

Section 8 of the Settlement Agreement provides:

> An "Event of Default" means the failure of the Settling Defendants to **pay any part of the Settlement Amount when due**, or any material breach of this Agreement by the Plaintiff or any Settling Defendant, in each case that **remains uncured five (5) days after written notice of the default** by email to the Party (and to their counsel of record, if any) at the addresses set forth in Section 15; provided however, that no notice or cure period shall apply to, or delay the effect of, an Avoidance Event. Any Party seeking to enforce this Agreement shall be

entitled to recover reasonable attorneys' fees and costs for enforcement of this Agreement. (emphasis added).

Discussion

Plaintiff argues that Defendant failed to make the Initial Payment by the date agreed in violation of the Settlement Agreement. Plaintiff served written notice of default on September 4, 2026, demanding cure by September 9, 2026; however, Plaintiff did not receive the Initial Payment until September 15, 2026. Despite Defendant's attestation, the delays in the wire transfer were not caused solely by bank delay. Moreover, Plaintiff alleges that the remaining $100,000.00 remains unpaid to date.

Plaintiff requests entry of judgment as follows: $250,000, less $50,000 received, for a principal amount of $200,000; plus interest at 10% per annum on the unpaid balance from August 14, 2026; plus attorneys' fees and costs of $3,100.00 and $60.00, plus $2,200.00 in additional fees and costs incurred since (for a total of $5,360.00).

Defendants provide that on August 21, 2026, Defendant Murray went to his bank and requested the Initial Payment be made to Plaintiff via wire transfer. Due to a series of alleged bank delays, the wire transfer was not received by Plaintiff until September 15, 2026. Defendants argue there was no Event of Default arising from the delayed receipt of the Initial Payment, as the default provisions are triggered by the failure to pay the full $150,000.00 by the Payment Deadline. Defendant asserts the deadline for all payments was extended to September 21, 2026, due to bank delays in processing the wire. Even if a technical default occurred, Defendant requests the Court grant relief pursuant to Civil Code § 3275, as Plaintiff has received the Initial Payment and forfeiture is not warranted.

The Court does not find Defendants' arguments colorable. The Initial Payment was due no later than August 21, 2026, which Defendants failed to provide. Pursuant to Section 8 of the Settlement Agreement, Defendant's breach is an Event of Default. Defendants subsequently breached the Settlement Agreement by failing to remit the remaining $100,000.00 balance by September 13, 2026, or even as of the date of Plaintiff's Reply. Plaintiff's motion is granted as requested.

TENTATIVE RULING #4:

PLAINTIFF'S REQUEST FOR ENTRY OF STIPULATED JUDGMENT IS GRANTED AS REQUESTED.

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

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5.	**25CV1880**	**KELLY WILSON VS. TESLA, INC.**
MOTION TO COMPEL		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON NOVEMBER 13, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON OCTOBER 23, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

On September 1, 2026, Defendant, Tesla, Inc. ("Defendant"), filed a Motion to Compel Production of Plaintiff's Vehicle for Inspection. Plaintiff, Kelly Wilson ("Plaintiff"), filed an Opposition on September 18, 2026. Defendant's Reply was filed on October 16, 2026.

The Court finds the meet and confer efforts to be inadequate. The Court therefore orders the following:

Parties are to immediately begin the meet and confer process on Defendant's Motion to Compel Production of Plaintiff's Vehicle for Inspection. The parties are ordered to meet and confer on video conference or in person in a good faith effort to resolve each matter on an item-by-item basis. Both parties are referred to standards of professionalism and civility as discussed in *Townsend v. Superior Court* (1998) 61 Cal.App.4th 1431, 1439; and *Manzetti v. Superior Court* (1993) 21 Cal.App.4th 373, 380, fn.8. The meet and confer meeting(s) is to be recorded and the recording is to be made available to the Court at the hearing. All parties/attorneys are ordered to make the recording or may all agree to only one party making the recording.

No later than December 4, 2026, the parties shall file a JOINT status report of no more than 5 pages outlining which, if any, items remain in dispute and why, including any request for sanctions. Failure to sign and participate in drafting the joint report will open each side to monetary sanctions for failure to follow this Order pursuant to California Rules of Court 5.14 and 5.98.

The parties shall not file a response or reply papers or any other papers in support or opposition of this motion. The court will only consider the joint status report that should explain what item(s) remains in dispute and the legal reasons why it's in dispute.

Parties shall explain the amount of monetary sanctions sought and the reasons why within the joint status report such that the court can address the same in any subsequent order individually.

The court reminds the parties that it is not enough to refer the court back to the original papers or to other papers filed in association with each matter or previous status report. Moreover, the joint status report(s) should proceed to list items remaining in dispute along with the legal reason(s) why. The parties shall submit a joint status report that complies with CRC 3.1345 which explains why a specific request is in dispute and each party's position. Parties

should be careful to delineate the items in dispute in such a way that the Court will be fully aware as to which set of discovery the item in dispute is referring. If an item is not specifically listed and briefed with applicable points and authorities in the joint status report, the Court will assume that the issue has been resolved. The court will consider the original briefs filed by the parties in conjunction with the joint status report that relates to the items which remain in dispute as stated in the joint status report.

The parties are required to be reasonable in this process or face additional monetary sanctions.

A courtesy copy of the joint status report(s) shall be delivered electronically to Department 9. The hearing on this motion is scheduled on December 11, 2026, at 8:30 a.m. in Department 9.

TENTATIVE RULING #5:

DEFENDANT'S MOTION TO COMPEL PRODUCTION OF PLAINTIFF'S VEHICLE FOR INSPECTION IS CONTINUED TO DECEMBER 11, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. PARTIES AND COUNSEL ARE ORDERED TO COMPLY WITH THE COURT'S ORDER TO MEET AND CONFER 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.

6.	**25CV3075**	**DEEPAK PATEL ET AL VS. ARVO SOLAR, A BUSINESS ENTITY FORM UNKNOWN ET AL**
MOTION FOR ORDER PERMITTING DISCOVERY OF FINANCIAL CONDITION		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON NOVEMBER 13, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON OCTOBER 23, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

On September 8, 2026, Plaintiffs, Deepak Patel and Divya Patel (collectively "Plaintiffs"), filed a Motion for Order Permitting Discovery of the Financial Condition of Defendants Arvo Solar and Jon Phillip Horton Under Civil Code Section 3295(c). An Opposition was filed by Defendants, ARVO Solar and Jon Phillip Horton aka Phillip Horton (collectively "Defendants"), on October 12, 2026. Plaintiffs' Reply was filed on October 14, 2026.

Legal Principles

Civil Code § 3295(c) provides:

> No pretrial discovery by the plaintiff shall be permitted with respect to the evidence referred to in paragraphs (1) and (2) of subdivision (a) unless the court enters an order permitting such discovery pursuant to this subdivision. However, the plaintiff may subpoena documents or witnesses to be available at the trial for the purpose of establishing the profits or financial condition referred to in subdivision (a), and the defendant may be required to identify documents in the defendant's possession which are relevant and admissible for that purpose and the witnesses employed by or related to the defendant who would be most competent to testify to those facts. Upon motion by the plaintiff supported by appropriate affidavits and after a hearing, if the court deems a hearing to be necessary, the court may at any time enter an order permitting the discovery otherwise prohibited by this subdivision if the court finds, on the basis of the supporting and opposing affidavits presented, that the **plaintiff has established that there is a substantial probability that the plaintiff will prevail on the claim pursuant to Section 3294.** Such order shall not be considered to be a determination on the merits of the claim or any defense thereto and shall not be given in evidence or referred to at the trial.

Civil Code § 3294 instructs, in part:

> (a) In an action for the breach of an obligation not arising from contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or malice, the plaintiff, in addition to the actual

> damages, may recover damages for the sake of example and by way of punishing the defendant.
>
> …
>
> (c) As used in this section, the following definitions shall apply:
>
> (3) "Fraud" means an intentional misrepresentation, deceit, or concealment of a material fact known to the defendant with the intention on the part of the defendant of thereby depriving a person of property or legal rights or otherwise causing injury.

Against this backdrop of legislative intent, in which protecting the financial privacy of defendants is paramount, we interpret the language of section 3295(c), requiring the trial court to find based on supporting and opposing affidavits that the plaintiff has established there is a substantial probability he will prevail on his claim for punitive damages, to mean that before a court may enter an order permitting discovery of a defendant's financial condition, it must (1) weigh the evidence submitted in favor of and in opposition to motion for discovery, and (2) make a finding that it is very likely the plaintiff will prevail on his claim for punitive damages. In this context, we interpret the words "substantial probability" to mean "very likely" or "a strong likelihood" just as their plain meaning suggests. We note that the Legislature did not use the term "reasonable probability" or simply "probability," which would imply a lower threshold of "more likely than not." *Jabro v. Superior Court* (2002) 95 Cal.App.4th 754, 758 [115 Cal.Rptr.2d 843, 845].

Discussion

Plaintiffs seek an order permitting discovery of the financial conditions of Defendants on the grounds that the evidence establishes a substantial probability that Plaintiffs will prevail on their fraud-based punitive-damages claim.

1. Contractor License Number

Plaintiffs argue the evidence establishes that the proposal and Agreement displayed license numbers (997253 and 1020008) that were not Defendant Solar's, Plaintiffs relied on the understanding the license numbers were Defendant Solar's, and had Plaintiffs known the license numbers did not belong to Defendant Solar, they would not have entered into the Agreement with Defendants. Plaintiffs were harmed following installation, as the system was non-operational, requiring resulting in loss of income and reputational harm, as well as costs to repair and replace the system. The evidence further supports an inference that the repeated use of the license number in both the proposal and agreement was knowing, material, and intended to induce Plaintiffs to enter the transaction.

Defendants assert that Defendant Solar was licensed (no. 1093996), which Plaintiffs do not dispute, and was identified in the Agreement. Although the proposal included GGE's license

number (997253), it named GGE and therefore did not represent their license number to be Defendant Solar's. The other number listed was Defendant Horton's own license number under his earlier trade name, through which Plaintiffs first dealt with him in 2019. Through a software error in the preparation of the contract, Defendants maintain that GGE's license information was inadvertently repopulated into contracts even after it was removed several times, enforcing there is no evidence of knowing falsity or intent to deceive. Further, Plaintiffs declarations do not explain that either checked the license numbers, asked about them, or explained why the license numbers mattered to their decision.

In weighing the evidence, the Court does not find that Plaintiffs have established a substantial probability of prevailing on their fraud-based punitive-damages claim. The evidence does not support that Defendants knowingly and intentionally used a contractor license number that was not their own with the intent to induce Plaintiffs. The evidence weighs in Defendants' favor that the use of GGE and Defendant Horton's individual contractor numbers were an unintentional mistake through system error and the series of contract revisions over the preceding three-year period.

2. Charitable-Donation Representation and Nonperformance

Plaintiffs argue Defendant Solar solicited business to Plaintiffs by claiming it would contribute ten percent of the proceeds from every solar deal to Shriners Children's Hospital, Plaintiff's awareness of the charitable representation preceded their retention of Defendant Solar, of which they remitted payments in the amount of $364,606 in reliance of this representation, Defendant Horton has verified no donation was made on any transaction, and had Plaintiffs known no donation would have been made, they would not have continued with the transaction or remitted payments on the same terms.

Defendants assert that Plaintiffs signed the Agreement on February 14, 2023, and the email they purport to have relied on regarding the charitable donation was forwarded to Plaintiff on March 13, 2023, which appears under the signature of David Cole. No evidence supports that Defendant Horton wrote the message, sent it, saw it, or ever discussed donations with Plaintiffs.

In weighing the evidence, the Court does not find that Plaintiffs have established a substantial probability of prevailing on their fraud-based punitive-damages claim. The evidence does not support that Plaintiffs were aware of the charitable-donation representation prior to entering into the Agreement. The Agreement was signed before the email was forwarded to Plaintiffs. Plaintiffs' declaration only purports recalling being aware of the charitable-donation representation and that it influenced their decision to hire Defendant Solar; however, it does not sufficiently resolve the question of how the representation was made, by whom, and when, nor does it establish that Defendants acted with a fraudulent intent.

Plaintiffs' Motion for Order Permitting Discovery of the Financial Condition of Defendants Arvo Solar and Jon Phillip Horton Under Civil Code Section 3295(c) is denied.

TENTATIVE RULING #6:

PLAINTIFFS' MOTION FOR ORDER PERMITTING DISCOVERY OF THE FINANCIAL CONDITION OF DEFENDANTS ARVO SOLAR AND JON PHILLIP HORTON UNDER CIVIL CODE SECTION 3295(C) 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.

7.	**26CV0723**	**JONATHAN EFRIN GALLEGOS VS. PARK PLACE FINANCE, LLC ET AL**
DEMURRER		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON NOVEMBER 6, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON OCTOBER 23, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

DEMURRER

On July 6, 2026, Defendant, Old Republic Title Company ("Defendant"), filed a Demurrer to Plaintiff's First Amended Complaint. No opposition was filed by Plaintiff, Jonathan Efrin Gallegos ("Plaintiff"). A Notice of Plaintiff's Non-Opposition to Demurrer to First Amended Complaint was filed by Defendant on October 16, 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 Raniele M. Reyes, 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

Uncertainty

Defendant argues that the FAC is one of the rare circumstances where the Court should sustain a demurrer for uncertainty, as it is contains convoluted and confusing generic allegations against Defendant and co-defendants, in a disorienting and unorganized way. The allegations against Defendant are vague, generalized, conclusory, and lack specificity demonstrating Old Republic's alleged fault and wrongdoings.

Although sustaining a demurrer for uncertainty is unfavored, the Court finds such grounds appropriate here. It is uncertain to the Court which causes of action relate to Defendant, aside from the Fourth Cause of Action, and the facts asserted against Defendant are uncertain and unintelligible. Defendant's demurrer to FAC is sustained with leave to amend.

1. Fourth Cause of Action – Breach of Fiduciary Duty

Defendant argues that Plaintiff failed to plead specific allegations of any alleged escrow instruction Defendant purportedly breached and Plaintiff misstates the duty owed by Defendant.

In delimiting the scope of an escrow holder's fiduciary duties, then, we start from the principle that "[a]n escrow holder must comply strictly with the instructions of the parties. [Citations.]" (*Amen, supra,* 58 Cal.2d at p. 531, 25 Cal.Rptr. 65, 375 P.2d 33.) On the other hand, **an escrow holder "has no general duty to police the affairs of its depositors"; rather, an escrow holder's obligations are "limited to faithful compliance with [the depositors']**

instructions." (*Claussen v. First American Title Guaranty Co.* (1986) 186 Cal.App.3d 429, 435–436, 230 Cal.Rptr. 749; see, e.g., *Vournas, supra,* 73 Cal.App.4th at p. 674, 86 Cal.Rptr.2d 490; *Romo v. Stewart Title of California* (1995) 35 Cal.App.4th 1609, 1618, fn. 9, 42 Cal.Rptr.2d 414; *Schaefer, supra,* 104 Cal.App.3d at pp. 77–78, 163 Cal.Rptr. 402; *Axley v. Transamerica Title Ins. Co.* (1978) 88 Cal.App.3d 1, 9, 151 Cal.Rptr. 570.) Absent clear evidence of fraud, an escrow holder's obligations are limited to compliance with the parties' instructions. (*Lee v. Title Ins. & Trust Co.* (1968) 264 Cal.App.2d 160, 162, 70 Cal.Rptr. 378; 3 Miller & Starr, Cal. Real Estate, *supra,* § 6:26, p. 68.) *Summit Financial Holdings, Ltd. v. Continental Lawyers Title Co.* (2002) 27 Cal.4th 1160A, 711 [117 Cal.Rptr.2d 541, 545–546, 41 P.3d 548, 552], as modified on denial of reh'g (May 15, 2002). (emphasis added).

The Court does not find Plaintiff has adequately plead a cause of action for breach of fiduciary duty against Defendant. Defendant's demurrer is sustained with leave to amend.

2. Second and Sixth Causes of Action – Slander of Title and Intentional Interference with Prospective Economic Advantage

Defendant demurs to the Second and Sixth causes of action out of an abundance of caution, as it is unclear if these causes of action are directed against it. Defendant argues both causes of action fail as a matter of law, as they appear to be based on the act of recording documents in conjunction with the escrow transaction which are subject to the common interest privilege pursuant to Civil Code § 47(c). Absent any allegation the recordings done by Defendant were done with actual malice to Plaintiff and not in furtherance of the escrow, or a showing Defendant lacked reasonable grounds for belief in the truth of the publication and therefore acted in reckless disregard of Plaintiff's rights, the recording acts in conjunction is a privileged publication not subject to slander of title cause of action.

The Court agrees it is unclear whether Defendant is included in these causes of action, and what facts relate to Defendant, if any. Defendant's demurrer is sustained with leave to amend.

TENTATIVE RULING #7:

DEFENDANT'S DEMURRER IS SUSTAINED WITH LEAVE TO AMEND.

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.	**PC20210420**	**CHARLES WILSON V. COUNTY OF PLACER**
PROTECTIVE ORDER		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON NOVEMBER 6, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON OCTOBER 23, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

Defendant, County of Placer ("Defendant"), moves for a protective order to preclude depositions of witnesses previously deposed and Supervisors of the Placer County Board of Supervisors, pursuant to Code of Civil Procedure §§ 2025.610 and 2025.420. Plaintiff, Charles J. Wilson ("Plaintiff"), filed an Opposition on October 12, 2026. Defendant's Reply was filed on October 16, 2026.

Discussion

Defendant requests the Court grant its Motion for Protective Order to preclude the depositions of 1) witnesses previously deposed; and 2) Supervisors of the Placer County Board of Supervisors.

1. Witnesses Previously Deposed

The depositions of Kate Sampson, Mary Green, Tamara Uhler, Kirk Uhler, and Morgan Gire were previously noticed and proceeded as noticed. Counsel for both Plaintiff Charles Wilson and Plaintiff Jennifer Miszkewycz attended, participated, and asked questions in each deposition. The depositions concluded after all counsel had asked their questions. Since completion of the depositions, Plaintiffs' counsel seeks to depose these same witnesses.

Defendant argues that pursuant to Code of Civil Procedure § 2025.610(a), Plaintiffs cannot retake the depositions of those witnesses because Defendant timely objected to Plaintiffs' notices and Plaintiffs do not have the consent of the deponents for a subsequent deposition. Despite meet and confer attempts, Plaintiffs' counsel could not demonstrate good cause to take subsequent depositions.

Plaintiff maintains that as these were Defendant's witnesses, Plaintiffs were only permitted to examine them after Defense counsel had exhausted his questions. Accordingly, Plaintiffs did not have a full and fair opportunity to examine each witness. Plaintiff further asserts that at the time of the depositions, the discovery tolling period caused by Defendant's Anti-SLAPP actions had just ended, forcing Plaintiffs' counsel to enter the depositions with a limited discovery record. Since this time, Plaintiffs have become aware of new case-related facts relevant to proving their respective cases which necessitates the deposition of the witnesses regarding these facts.

Code of Civil Procedure § 2025.610 dictates:

> (a) Once any party has taken the deposition of any natural person, including that of a party to the action, neither the party who gave, nor any other party who has been served with a deposition notice pursuant to Section 2025.240 may take a subsequent deposition of that deponent.
>
> (b) Notwithstanding subdivision (a), for good cause shown, the court may grant leave to take a subsequent deposition, and the parties, with the consent of any deponent who is not a party, may stipulate that a subsequent deposition be taken.

The Court finds the restrictions of § 2025.610(a) applicable. Plaintiff seeks to take a subsequent deposition of witnesses who have been previously deposed without seeking leave. Defendant's motion for a protective order as to the depositions of Kate Sampson, Mary Green, Tamara Uhler, Kirk Uhler, and Morgan Gire is granted without prejudice to Plaintiff seeking leave pursuant to Code of Civil Procedure § 2025.610(b).

2. Supervisors of the Placer County Board of Supervisors

Plaintiff has noticed the depositions of County Supervisors Cindy Gustafson and Bonnie Gore. Defendant argues there is good cause for a protective order precluding Plaintiff from taking Supervisor depositions because the information sought is protected by the Apex Doctrine, Legislative Privilege, and Closed Session Privilege, and to proceed with those depositions serves no purpose but to subject elected officials to unwarranted annoyance or embarrassment.

Plaintiff provides that Defendant cannot claim all the information sought by Plaintiffs is protected when they do not know all of the information sought.

A. Apex Doctrine

Defendant asserts that Plaintiffs' counsel indicated that the basis for seeking the Supervisors' depositions was the fact that Plaintiff Miszkewycz met with the Supervisors in one-on-one meetings to voice her support for Plaintiff. Defendant contends the information sought is available from another source, Plaintiff Miszkewycz, and the depositions of the Supervisors are not necessary to obtain information because Plaintiffs have personal knowledge of the information sought.

Plaintiff argues the Apex Doctrine does not apply, as the Board of Supervisors actually made the decision, and have personal knowledge of the events which led to the termination of one of the Plaintiffs. The witness may provide contradictory information to information currently in Plaintiffs' position regarding the decision not to hire Plaintiff and subsequently hire an individual that did not meet the minimum qualifications of the position, which is relevant and appropriate to obtain by way of deposition.

Despite the otherwise broad availability of discovery, "[t]he general rule in California and federal court is that agency heads and other top governmental executives are not subject to

deposition absent compelling reasons." (*Westly, supra*, 125 Cal.App.4th at p. 910, 23 Cal.Rptr.3d 154; see *Nagle v. Superior Court* (1994) 28 Cal.App.4th 1465, 1467–1468 [34 Cal.Rptr.2d 281] (*Nagle*); *Contractors' State License Bd. v. Superior Court* (2018) 23 Cal.App.5th 125, 131 [232 Cal.Rptr.3d 558] (*Contractors' State License Bd.*).) "The general rule is based upon the recognition that ' ... an official's time and the exigencies of his everyday business would be severely impeded if every plaintiff filing a complaint against an agency head, in his official capacity, were allowed to take his oral deposition. Such procedure would be contrary to the public interest, plus the fact that ordinarily the head of an agency has little or no knowledge of the facts of the case.' " (*Nagle*, at p. 1468, 34 Cal.Rptr.2d 281; see *Westly*, at p. 911, 23 Cal.Rptr.3d 154; *Contractors' State License Bd.*, at p. 131, 232 Cal.Rptr.3d 558.) *Ross v. Superior Court of Riverside County* (2022) 77 Cal.App.5th 667, 679–680 [292 Cal.Rptr.3d 663, 672].

"An exception will be made to this rule only when the deposing party makes two showings. First, the deposing party must show that the government official 'has direct personal *factual*' "—as opposed to *legal*—" 'information pertaining to material issues in the action.' " (*Contractors' State License Bd., supra*, 23 Cal.App.5th at p. 132, 232 Cal.Rptr.3d 558, quoting *Westly, supra*, 125 Cal.App.4th at p. 911, 23 Cal.Rptr.3d 154.) "Second, the deposing party must also show 'the information to be gained from the deposition is not available through any other source.' " (*Contractors' State License Bd.*, at p. 132, 232 Cal.Rptr.3d 558, quoting *Westly*, at p. 911, 23 Cal.Rptr.3d 154; see *Nagle, supra*, 28 Cal.App.4th at p. 1468, 34 Cal.Rptr.2d 281.). *Id*. at 680.

The Court finds that Plaintiff has established an exception to the Apex Rule. The Supervisors have direct personal factual knowledge of information pertaining to material issues and such information cannot be gained through other sources.

B. Legislative and Deliberative Process Privilege and Closed Session Privilege

Defendant argues that any information gathered during the one-on-one meetings which informed or influenced the Supervisors' motivations and decision-making are privileged. Defendant maintains the only reason Plaintiff would seek to inquire as to the subject matter of the one-on-one meetings would be to uncover the subjective motivations of the Supervisors.

Additionally, Defendant alleges that any information available to the Supervisors relating to the appointment process for the District Attorney position and associated alleged violations of the Labor Code were obtained in closed session and the Supervisors will not waive the Closed Session Privilege.

Plaintiff asserts that although some of the Supervisors' testimony may be subject to some kind of protection, is not absolutely privileged, and it is not grounds to deny the depositions entirely. Plaintiff indicates that the Supervisors can provide unique insight into

meetings with County employees and each District Attorney candidate before and after the decision was made to open the 2020 District Attorney appointment process, awareness of Plaintiff's complaints, whether they knew about and accessed a relevant political blog during case events, County parliamentary procedures, and personal relationships with certain individuals. Plaintiff proposes Defendant object to the questions it finds objectionable, and if the Parties cannot resolve the dispute, than the Court should render a determination if the information sought cannot be disclosed.

It is fundamental that (1) the power to make laws is vested in the legislative department (*Schaezlein v. Cabaniss* (1902) 135 Cal. 466, 67 P. 755) and (2) the courts cannot interfere with the legislative process (*O'Donoghue v. United States* (1933) 289 U.S. 516, 530, 53 S.Ct. 740, 743, 77 L.Ed. 1356 ["If it be important thus to separate the several departments of government and restrict them to the exercise of their appointed powers, it follows, as a logical corollary, equally important, that each department should be kept completely independent of the others—independent ... in the sense that the acts of each shall never be controlled by, or subjected, directly or indirectly, to, the coercive influence of either of the other departments."]; see also *Santa Clara County v. Superior Court* (1949) 33 Cal.2d 552, 559, 203 P.2d 1; *Johnston v. Board of Supervisors* (1947) 31 Cal.2d 66, 70, 187 P.2d 686). Ancillary to this separation of powers deference is the proposition that **a court may not inquire into the motives of the Legislature in making its laws**. *City of Santa Cruz v. Superior Court* (1995) 40 Cal.App.4th 1146, 1150–1151 [48 Cal.Rptr.2d 216, 219] (emphasis added).

"Under the deliberative process privilege, senior officials of all three branches of government enjoy a qualified, limited privilege not to disclose or to be examined concerning not only the mental processes by which a given decision was reached, but the substance of conversations, discussions, debates, deliberations and like materials reflecting advice, opinions, and recommendations by which government policy is processed and formulated." (*Regents of University of California v. Superior Court* (1999) 20 Cal.4th 509, 540, 85 Cal.Rptr.2d 257, 976 P.2d 808.) The privilege rests on the policy of protecting the " 'decision making processes of government agencies [.]' " (*Id.* at p. 541, 85 Cal.Rptr.2d 257, 976 P.2d 808.) "The key question in every case is 'whether the disclosure of materials would expose an agency's decision making process in such a way as to discourage candid discussion within the agency and thereby undermine the agency's ability to perform its functions.' [Citation.]" (*Times Mirror Co. v. Superior Court* (1991) 53 Cal.3d 1325, 1342, 283 Cal.Rptr. 893, 813 P.2d 240.) *San Joaquin County Local Agency Formation Commission v. Superior Court* (2008) 162 Cal.App.4th 159, 170–171 [76 Cal.Rptr.3d 93, 102–103].

Disclosure of closed session proceedings by the members of a legislative body necessarily destroys the closed session confidentiality which is inherent in the Brown Act. *Kleitman v. Superior Court* (1999) 74 Cal.App.4th 324, 334 [87 Cal.Rptr.2d 813, 820], as modified (Sept. 9, 1999)…Had the Legislature intended that members of a legislative body be required, upon court

order, to disclose their personal recollections of unrecorded closed sessions during discovery in Brown Act litigation, we are confident that such intention would have been made express in the Act. *Id*.

The Court finds that Plaintiff has identified relevant categories of non-privileged inquiry which fall outside of the Supervisors' subjective motivations or closed session communications. Defendant's request for a protective order is granted in part and denied in part. Plaintiff shall be permitted to depose County Supervisors Cindy Gustafson and Bonnie Gore. Plaintiff is prohibited from inquiring into their subjective motivations, predecisional deliberations, and closed session communications.

TENTATIVE RULING #8:

DEFENDANT'S MOTION FOR A PROTECTIVE ORDER AS TO THE DEPOSITIONS OF KATE SAMPSON, MARY GREEN, TAMARA UHLER, KIRK UHLER, AND MORGAN GIRE IS GRANTED WITHOUT PREJUDICE TO PLAINTIFF SEEKING LEAVE PURSUANT TO CODE OF CIVIL PROCEDURE § 2025.610(B). DEFENDANT'S MOTION FOR A PROTECTIVE ORDER AS TO COUNTY SUPERVISORS CINDY GUSTAFSON AND BONNIE GORE IS GRANTED IN PART AND DENIED IN PART. PLAINTIFF SHALL BE PERMITTED TO DEPOSE COUNTY SUPERVISORS CINDY GUSTAFSON AND BONNIE GORE. PLAINTIFF IS PROHIBITED FROM INQUIRING INTO THEIR SUBJECTIVE MOTIVATIONS, PREDECISIONAL DELIBERATIONS, AND CLOSED SESSION COMMUNICATIONS.

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.	**25CV0172**	**DONALD L. AUSTIN ET AL VS. GREG HANSEN ET AL**
OSC / DEMURRER / MOTION TO STRIKE		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON NOVEMBER 6, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON OCTOBER 23, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

Before the Court are the following matters: 1) OSC hearing; 2) Demurrer; and 3) Motion to Strike.

OSC HEARING

On September 11, 2026, the Court continued the matter to October 23, 2026. The Court orders Parties to appear on November 6, 2026.

DEMURRER

Defendants, Greg Hansen and Janelle Hansen (collectively "Defendants"), demur to Plaintiff's, Donald Austin ("Plaintiff"), Second Amended Complaint pursuant to Code of Civil Procedure § 430.10(e) and (f). On October 12, 2026, Plaintiff filed an Opposition. Defendants' Reply was filed on October 16, 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 Greg Hansen, counsel met and conferred with Plaintiff's counsel, but the dispute could not be resolved.

Background

On January 22, 2025, Plaintiff and Sheila E. Austin filed a Complaint against Defendants and The Bigfoot Trust. A First Amended Complaint against Defendants was filed on January 27,2025. On January 27, 2026, the Court ordered the two other property owners be joined to the action. On April 24, 2026, the Court granted the Motion for Substitution of Death of Plaintiff Sheila E. Austin, substituting Donald L. Austin, trustee of the Austin Family Trust, as the party plaintiff in place of Sheila E. Austin.

On May 27, 2026, Plaintiff, as an individual and as Trustee of the Austin Family Trust dated February 7, 2019, filed a Second Amended Complaint ("SAC") against Defendants, The Bigfoot Trust, Adam Paul Kovalevsky and Sharon Ruth Kovalevsky, Trustees of the Kovalevsky Family Trust dated January 28, 2012, Luke F. Hamilton and the testate and intestate successors of Luke F. Hamilton, deceased, and all persons claiming by, through, or under such decedent, and Laura C. Hamilton, widow of Luke F. Hamilton, alleging the following causes of action: 1) Quiet Title (all Defendants); 2) Nuisance (Defendants Greg and Janelle Hansen); 3) Declaratory Relief (all Defendants); and 4) Injunctive Relief (Defendants Greg and Janelle Hansen).

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

Defendants demur to the First, Second, Third, and Fourth 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.

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1. First Cause of Action – Quiet Title

Defendants argue the SAC fails to plead facts that satisfy the statutory requirements for quiet-title pleading. The First Cause of Action is alleged to be uncertain because Plaintiff does not clearly identify whether he seeks to quiet fee title, a fractional common-area interest, an express easement, an implied easement, a prescriptive easement, an adverse-possession interest, public-road rights, road-maintenance rights, or some other property interest. Plaintiff fails to identify the location, scope, source, or priority of the claimed interest.

Code of Civil Procedure § 761.020 instructs that a verified complaint shall include the following:

> (a) A description of the property that is the subject of the action. In the case of tangible personal property, the description shall include its usual location. In the case of real property, the description shall include both its legal description and its street address or common designation, if any.
>
> (b) The title of the plaintiff as to which a determination under this chapter is sought and the basis of the title. If the title is based upon adverse possession, the complaint shall allege the specific facts constituting the adverse possession.
>
> (c) The adverse claims to the title of the plaintiff against which a determination is sought.
>
> (d) The date as of which the determination is sought. If the determination is sought as of a date other than the date the complaint is filed, the complaint shall include a statement of the reasons why a determination as of that date is sought.
>
> (e) A prayer for the determination of the title of the plaintiff against the adverse claims.

"To establish the elements of a prescriptive easement, the claimant must prove use of the property, for the statutory period of five years, which use has been (1) open and notorious; (2) continuous and uninterrupted; (3) hostile to the true owner; and (4) under claim of right." (*Mehdizadeh v. Mincer* (1996) 46 Cal.App.4th 1296, 1305, 54 Cal.Rptr.2d 284.) *Harrison v. Welch* (2004) 116 Cal.App.4th 1084, 1090 [11 Cal.Rptr.3d 92, 97].

A Plaintiff may seek quiet title based upon an express easement, or, alternatively, a prescriptive easement, treating these as alternative legal theories arising from the same underlying facts. In *Ranch at the Falls LLC v. O'Neal* (2019) 38 Cal.App.5th 155, 181 [250 Cal.Rptr.3d 585, 604] (plaintiff sought to quiet title on the grounds of an express easement or, in the alternative, a prescriptive easement).

The Court finds Plaintiff has pled facts, at a minimum, sufficient to support a prescriptive easement or express easement, although not expressly identified. Plaintiff has also complied

with the requirements of § 761.020. Defendants' arguments center on questions of fact which are not resolvable on demurrer. Defendants' demurrer as to the First Cause of Action is overruled.

2. Second Cause of Action – Nuisance

Defendants argue that Plaintiff cannot assert a claim for nuisance as Plaintiff has not plead facts showing he has a legally enforceable right to use or control the disputed area. Defendants assert the cause of action is uncertain because Plaintiff does not clearly identify the precise location of the alleged nuisance, the specific property right interfered with, whether the alleged rights arises from ownership, easement, prescription, adverse possession, public dedication, or some other source, or what specific conduct by each demurring Defendant constitutes nuisance.

Anything which is injurious to health, including, but not limited to, the illegal sale of controlled substances, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public park, square, street, or highway, is a nuisance. Civil Code § 3479.

An action may be brought by any person whose property is injuriously affected, or whose personal enjoyment is lessened by a nuisance, as defined in Section 3479 of the Civil Code, and by the judgment in that action the nuisance may be enjoined or abated as well as damages recovered therefor. A civil action may be brought in the name of the people of the State of California to abate a public nuisance, as defined in Section 3480 of the Civil Code, by the district attorney or county counsel of any county in which the nuisance exists, or by the city attorney of any town or city in which the nuisance exists. Each of those officers shall have concurrent right to bring an action for a public nuisance existing within a town or city. The district attorney, county counsel, or city attorney of any county or city in which the nuisance exists shall bring an action whenever directed by the board of supervisors of the county, or whenever directed by the legislative authority of the town or city. Code of Civil Procedure § 731.

The Court finds Plaintiff has adequately plead a cause of action for nuisance. Defendants' demurrer to the Second Cause of Action is overruled.

3. Third Cause of Action – Declaratory Relief

Defendants argue the SAC fails to plead facts showing Plaintiff has a specific legal right to the disputed area and the cause of action nis uncertain because it does not identify the specific declaration sought as to each demurring Defendant, the specific adverse claim asserted by each demurring Defendant, or the legal source of Plaintiff's claimed superior right.

Any person interested under a written instrument, excluding a will or a trust, or under a contract, or who desires a declaration of his or her rights or duties with respect to another, or in respect to, in, over or upon property, or with respect to the location of the natural channel of a watercourse, may, in cases of actual controversy relating to the legal rights and duties of the respective parties, bring an original action or cross-complaint in the superior court for a declaration of his or her rights and duties in the premises, including a determination of any question of construction or validity arising under the instrument or contract. He or she may ask for a declaration of rights or duties, either alone or with other relief; and the court may make a binding declaration of these rights or duties, whether or not further relief is or could be claimed at the time. The declaration may be either affirmative or negative in form and effect, and the declaration shall have the force of a final judgment. The declaration may be had before there has been any breach of the obligation in respect to which said declaration is sought. Code of Civil Procedure § 1060.

The Court finds Plaintiff has adequately plead a cause of action for declaratory relief. Defendants' demurrer to the Third Cause of Action is overruled.

4. Fourth Cause of Action – Injunctive Relief

Defendants argue the cause of action fails because injunctive relief is a remedy, not a cause of action. Additionally, Plaintiff does not plead a viable property right supporting the injunction. Defendants further allege the claim is uncertain because Plaintiff does not clearly identify the exact conduct sought to be restrained, the location and scope of the proposed restraint, the legal right supporting the requested restraint, or the basis for pleading a temporary restraining order relief as a cause of action rather than seeking relief by motion or ex parte application.

Injunctive relief is a remedy, not a cause of action. (*Roberts v. Los Angeles County Bar Assn.* (2003) 105 Cal.App.4th 604, 618, 129 Cal.Rptr.2d 546; *McDowell v. Watson* (1997) 59 Cal.App.4th 1155, 1159, 69 Cal.Rptr.2d 692.) A cause of action must exist before a court may grant a request for injunctive relief. (*County of Del Norte v. City of Crescent City* (1999) 71 Cal.App.4th 965, 973, 84 Cal.Rptr.2d 179; *City of South Pasadena v. Department of Transportation* (1994) 29 Cal.App.4th 1280, 1293, 35 Cal.Rptr.2d 113 [" 'A permanent injunction is merely a remedy for a proven cause of action. It may not be issued if the underlying cause of action is not established.' "]; *Camp v. Board of Supervisors* (1981) 123 Cal.App.3d 334, 356, 176 Cal.Rptr. 620.) *Allen v. City of Sacramento* (2015) 234 Cal.App.4th 41, 65 [183 Cal.Rptr.3d 654, 675], as modified on denial of reh'g (Mar. 6, 2015) (holding the court did not err in sustaining the demurrer to the cause of action for an injunction and that plaintiffs may still obtain injunctive relief if they prevail on a cause of action).

Defendants' demurrer to the Fourth Cause of Action is sustained with leave to amend to allow Plaintiff to reframe the request as a prayer for relief.

5. Uncertainty

Defendants argue the SAC is uncertain, as they cannot reasonably determine what property interest Plaintiff claims, what legal theory supports that claimed interest, what portion of Forest Brook Lane or the disputed road area is at issue, which claims are asserted against which Defendants, or what specific conduct by each Defendant allegedly violated that claimed right.

The Court does not find that the SAC is uncertain. Defendants' demurrer is overruled.

MOTION TO STRIKE

1. Second Amended Complaint as a Whole or Alternative Request

Defendants move to strike the SAC as a whole, arguing that leave to amend was limited to joinder and the SAC materially alters the structure of the case by changing Plaintiff's capacity, expanding the quiet-title and declaratory-relief theories, and revising the scope of the requested relief. In the alternative, Defendants move to strike the following:

- Page 1, lines 11-13, caption language identifying Plaintiff as "DONALD L. AUSTIN, individually and as Trustee of THE AUSTIN FAMILY TRUST dated February 7, 2019"; and
- Paragraphs 19 through 23, to the extent those paragraphs add or expand legal theories concerning ownership, title, common-property rights, or related rights in the disputed road area.

Plaintiff argues that once the additional parties were joined pursuant to the Court's order, revisions were necessary to explain who they were, what interests they allegedly held, how their interests related to Lot 165 and Forest Brook Lane, and what determination Plaintiff sought as to each of them. Plaintiff further identifies himself in his individual capacity and as trustee pursuant to court order.

The Court finds Plaintiff's SAC complies with the Court's prior orders and the additions were necessary. Defendants' motion to strike the SAC as a whole or the alternative relief requested is denied.

2. Punitive Damages

Defendants move to strike the punitive damages allegations and prayer language at Page 9, lines 1-4, paragraph 31, and Page 11, line 18, Prayer, paragraph 6. Defendants argue the SAC pleads conclusory allegations of willfulness, oppression, and malice, without specific facts showing conduct sufficient to support punitive damages.

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

3. Temporary Restraining Order/Injunctive Relief Language

Defendants move to strike references to "Temporary Restraining Order" at page 3, lines 13-15, caption/title language, and any identical reference in the caption or title of the pleading to "Temporary Restraining Order." Defendants argue the temporary restraining order relief is a provisional remedy sought by noticed motion or ex parte application, not an independent cause of action or pleading label.

Code of Civil Procedure § 436 provides:

The court may, upon a motion made pursuant to Section 435, or at any time in its discretion, and upon terms it deems proper:

(a) Strike out any irrelevant, false, or improper matter inserted in any pleading.

(b) Strike out all or any part of any pleading not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court.

The Court finds the references to "Temporary Restraining Order" irrelevant and improper. Defendants' motion to strike references to "Temporary Restraining Order" at page 3, lines 13-15, and any identical reference in the caption or title of the pleading to "Temporary Restraining Order" is granted.

Defendants also move to strike overbroad injunctive relief prayer language at page 11, lines 14-16, prayer, paragraph 4, as it is overbroad and untethered to any adequately pleaded individual property right belonging to Plaintiff. Plaintiff further failed to plead any specific right to Lot 165, the precise disputed area, or the scope of any permissible access right.

The Court further does not find Plaintiff's injunctive relief prayer overbroad or untethered to any property right. Defendants' motion to strike is denied.

TENTATIVE RULING #9:

1. OSC HEARING

APPEARANCES ARE REQUIRED FRIDAY, NOVEMBER 6, 2026, AT 8:30 A.M. IN DEPARTMENT NINE.

2. DEMURRER

DEFENDANTS' DEMURRER IS OVERRULED AS TO THE FIRST, SECOND, AND THIRD CAUSES OF ACTION. DEFENDANTS' DEMURRER IS SUSTAINED WITH LEAVE TO AMEND AS TO THE FOURTH CAUSE OF ACTION. DEFENDANTS' DEMURRER TO THE SAC FOR UNCERTAINTY IS OVERRULED.

3. MOTION TO STRIKE

DEFENDANTS' MOTION TO STRIKE IS GRANTED AND DENIED IN PART. DEFENDANTS' MOTION TO STRIKE REFERENCES TO "TEMPORARY RESTRAINING ORDER" AT PAGE 3, LINES 13-15, AND

ANY IDENTICAL REFERENCE IN THE CAPTION OR TITLE OF THE PLEADING TO "TEMPORARY RESTRAINING ORDER" IS GRANTED. DEFENDANTS' REMAINING REQUESTS TO STRIKE ARE DENIED.

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

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

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

11.	**26CV1535**	**SAN XIN YAN ET AL VS. VIVIAN FANG LI**
ATTORNEY DISQUALIFICATION		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON NOVEMBER 20, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON OCTOBER 23, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

On September 18, 2026, the Court ordered the Receiver to review the pending Motion to Disqualify Counsel and file a Status Report on or before October 15, 2026, advising the Court whether the corporation elects to continue pursuing the motion. To date, no Status Report has been filed.

On the Court's own motion, Plaintiff's Motion to Disqualify Counsel is continued to November 20, 2026. The Court orders the Status Report be filed by November 13, 2026, or the motion will be dropped from calendar.

TENTATIVE RULING #11:

PLAINTIFF'S MOTION TO DISQUALIFY COUNSEL IS CONTINUED TO NOVEMBER 20, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THE STATUS REPORT SHALL BE FILED BY NOVEMBER 13, 2026, OR THE MOTION WILL BE DROPPED FROM CALENDAR.

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.	26CV0464	STUDENT LOAN SOLUTIONS, LLC VS. GAIL WILLIAMS ET AL
MOTION TO TRANSFER ACTION FOR COORDINATION		

ON THE COURT'S OWN MOTION DUE TO LACK OF JUDICIAL COVERAGE, THE COURT WILL HEAR THIS MATTER ON NOVEMBER 13, 2026, AT 8:30 A.M. IN DEPARTMENT NINE. THERE WILL BE NO HEARING ON OCTOBER 23, 2026. SHOULD A PARTY WISH TO REQUEST ORAL ARGUMENT, THE BELOW PROCEDURES REMAIN IN EFFECT.

On August 25, 2026, Plaintiff, Student Loan Solutions, Inc. ("Plaintiff"), filed a Motion for Order to Transfer Action for Coordination Under Code of Civil Procedure Section 403. No opposition has been filed.

Plaintiff, Student Loan Solutions, Inc. ("Plaintiff"), moves for transfer of a case filed in Placer County to El Dorado County and coordination with the present action because El Dorado County is the county wherein one of the defendants resides and is where the first lawsuit was filed. Plaintiff contends it would be more convenient to litigate both cases in El Dorado County as all parties can make remote appearances for the hearings.

Due to the requirements to file suit where the debtor lives at the time of filing the lawsuit pursuant to the Fair Debt Collection Practices Act, Plaintiff had to file suit where each Defendant resides. Plaintiff asserts the two suits involve the same defendants, the same promissory note of a private student loan, and request identical relief.

Code of Civil Procedure § 403 provides:

> A judge may, on motion, transfer an action or actions from another court to that judge's court for coordination with an action involving a common question of fact or law within the meaning of Section 404. **The motion shall be supported by a declaration stating facts showing that the actions meet the standards specified in Section 404.1, are not complex as defined by the Judicial Council and that the moving party has made a good faith effort to obtain agreement to the transfer from all parties to each action.** Notice of the motion shall be served on all parties to each action and on each court in which an action is pending. Any party to that action may file papers opposing the motion within the time permitted by rule of the Judicial Council. The court to which a case is transferred may order the cases consolidated for trial pursuant to Section 1048 without any further motion or hearing. (emphasis added)

Code of Civil Procedure § 404.1 provides:

> Coordination of civil actions sharing a common question of fact or law is appropriate if one judge hearing all of the actions for all purposes in a selected site or sites will promote the ends of justice taking into account whether the common question of fact or law is predominating and significant to the litigation;

> the convenience of parties, witnesses, and counsel; the relative development of the actions and the work product of counsel; the efficient utilization of judicial facilities and manpower; the calendar of the courts; the disadvantages of duplicative and inconsistent rulings, orders, or judgments; and, the likelihood of settlement of the actions without further litigation should coordination be denied.

California Rules of Court, Rule 3.500 further provides, in part:

> (b) Preliminary step
>
> A party that intends to file a motion under Code of Civil Procedure section 403 **must first make a good-faith effort to obtain agreement of all parties to each case to the proposed transfer and consolidation**.
>
> (c) Motion and hearing
>
> A motion to transfer an action under Code of Civil Procedure section 403 must conform to the requirements generally applicable to motions, and must be **supported by a declaration** stating facts showing that:
>
> > (1) The actions are not complex;
> >
> > (2) **The moving party has made a <u>good-faith effort to obtain agreement to the transfer and consolidation</u> from all parties to the actions**; and
> >
> > (3) **The moving party has <u>notified all parties of their obligation to disclose to the court</u> any information they may have concerning any other motions requesting transfer of any case that would be affected by the granting of the motion before the court**. (emphasis added).

The Court does not find Plaintiff has met the requirements of Code of Civil Procedure § 403 and California Rules of Court, Rule 3.500. Plaintiff has not provided a declaration establishing Plaintiff has made a good-faith effort to obtain agreement to the transfer and consolidation from all parties to the action or that they have notified all parties of their obligation to disclose to the court any information they may have concerning any other motions requesting transfer of any case that would be affected by the granting of the motion before the court. <u>Plaintiff's motion is denied without prejudice</u>.

TENTATIVE RULING #12:

PLAINTIFF'S MOTION IS DENIED WITHOUT PREJUDICE.

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

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

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

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