

**PLACER COUNTY SUPERIOR COURT
CIVIL LAW AND MOTION TENTATIVE RULINGS
TUESDAY, OCTOBER 20, 2026**

These are the tentative rulings for civil law and motion matters set at **8:30 a.m. on Tuesday, October 20, 2026**. The tentative ruling will be the court's final ruling unless notice of appearance and request for oral argument are given to all parties and the court by **4:00 p.m., Monday, October 19, 2026**. Notice of request for oral argument to the court must be made by calling (916) 408-6481. Requests for oral argument made by any other method will not be accepted. Prevailing parties are required to submit orders after hearing to the court within 10 court days of the scheduled hearing date, and after approval as to form by opposing counsel. Court reporters are not provided by the court. Parties may provide a court reporter at their own expense.

Except as otherwise noted, these tentative rulings are issued by the **HONORABLE TRISHA J. HIRASHIMA** and if oral argument is requested, it will be heard at **8:30 a.m. in Department 32**, located at 10820 Justice Center Drive, Roseville, California 95678.

PLEASE NOTE: REMOTE APPEARANCES ARE STRONGLY ENCOURAGED FOR ALL CIVIL LAW AND MOTION MATTERS. (Local Rule 10.24.) More information is available at the court's website: www.placer.courts.ca.gov.

1. M-CV-0094663 Citibank NA v. Garza, Maria

Motion To Vacate Dismissal and Enter Judgment

Plaintiff moves to vacate dismissal and enter judgment under the terms of the stipulation agreement between the parties pursuant to section 664.6 of the Code of Civil Procedure. The unopposed motion is granted.

Plaintiff's request for judicial notice is granted.

California law expressly provides that the court may enter judgment pursuant to the terms of a stipulation agreement between parties:

If parties to pending litigation stipulate . . . for settlement of the case . . . the court, upon motion, may enter judgment pursuant to the terms of the settlement. If the parties to the settlement agreement or their counsel stipulated in writing . . . the court may . . . retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

(Code Civ. Proc., § 664.6, subd. (a).)

Plaintiff presents sufficient evidence to support finding that defendant has defaulted on the payment plan set forth in the stipulation agreement between the parties. The stipulation agreement provides that defendant owed plaintiff money in the total amount of \$3,443.08. The parties further stipulate that defendant's failure to make full and timely payment of any installment entitles plaintiff to entry of judgment in plaintiff's favor. Plaintiff's evidence shows that defendant has paid \$432.00, that defendant thereafter defaulted on payments, and that defendant owes the remaining principal sum of \$3,011.08. Entry of judgment is appropriate in these circumstances, and the motion is granted. (Code Civ. Proc., § 664.6, subd. (a).) The March 24, 2026 dismissal is set aside and judgment is entered in favor of plaintiff and against defendant in the principal amount of \$3,011.08 plus court costs in the sum of \$603.61 for a total judgment of \$3,614.69.

2. S-CV-0051202 Khachadourian, Gilbert Jr. v. Cook, Richard Noah

Defendants Bruce D'Ambra and Jo-Ann D'Ambra's motion for good faith settlement is dropped from the calendar as it was advanced by September 1, 2026 court order and granted on September 29, 2026.

3. S-CV-0053223 Myatt, Wayne T v. BJs Restaurant Inc.

Defendant's Demurrer to Plaintiff's Third Amended Complaint

Defendant BJ's Restaurant, Inc. demurs to the plaintiff's third amended complaint (TAC) in its entirety. Plaintiff did not file an opposition.

A party may demur when a pleading does not state facts sufficient to constitute a cause of action. (Code Civ. Proc., § 430.10, subd. (e).) A demurrer tests the legal sufficiency of the pleadings, not the truth of the allegations or the accuracy of the described conduct. (*Bader v. Anderson* (2009) 179 Cal.App.4th 775, 787.) The allegations in the pleadings are deemed true no matter how improbable they may seem. (*Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.) However, the court does not assume the truth of contentions, deductions, or conclusions of facts or law. (*Evans v. City of Berkeley* (2006) 38 Cal.4th 1, 6.) The court may only refer to matters outside the pleading that are subject to judicial notice. (*Rea v. Blue Shield of California* (2014) 226 Cal.App.4th 1209, 1223.)

First Cause of Action: Intentional Tort

Defendant demurs to the first cause of action for intentional tort on the grounds plaintiff fails to plead facts to support the conclusion that its employee's actions alleged to have caused injury to plaintiff were committed within the course and scope of their employment.. (*See Kephart v. Genuity, Inc.* (2006) 136 Cal.App.4th 280, 293.) The elements for an intentional tort are (1) the defendant's conduct is intentional and unreasonable; (2) the defendant should have known the conduct likely result in emotional

distress or physical injury, and (3) cause of damages in the form of emotional distress or physical injury. (See *Bowden v. Spiegel, Inc.* (1950 96 Cal.App.2d 793, 794-95.)

The court notes the TAC now alleges false imprisonment. Defendant argues this claim falls outside of the two-year statute of limitations under Code of Civil Procedure section 335.1, and does not relate back to the complaint's original filing date. As plaintiff does not oppose the demurrer, no opposition to the statute of limitations argument is raised. Even if the allegations did relate back, the TAC fails to adequately allege facts establishing defendant's employee's conduct arose from the conduct of the employer's enterprise of hospitality and food service. The TAC states that the employees "abandoned their patrons and assigned duties" (TAC ¶ 9) while engaging in the alleged conduct. The allegations in the TAC fail to adequately allege facts supporting defendant's vicarious liability for the alleged actions of its employees. The demurrer is sustained as to the first cause of action for intentional tort.

Second Cause of Action: Premises Liability

Defendant demurs to the second cause of action for premises liability on the grounds that the TAC fails to allege defendant knew or should have known of any facts indicating that the employees who allegedly assaulted plaintiff posed an undue risk of harm to third parties. Premises liability is a subset of negligence. (*McIntyre v. The Colonies-Pacific, LLC* (2014) 228 Cal.App.4th 664, 668.) To establish liability on a negligence theory, a plaintiff must prove duty, breach, causation, and damages. (Rest.2d Torts, § 281; *Nola M. v. University of Southern California* (1993) 16 Cal.App.4th 421, 426.) However, the distinguishing feature between premises liability and negligence is that premises liability "is grounded in the possession of the premises and the attendant right to control and manage the premises." (*Green v. Healthcare Services, Inc.* (2021) 68 Cal.App.5th 407, 419.) "[A]n employer's duty, as defined by California authority and the Restatement, is breached only when the employer knows, or should know, facts which would warn a reasonable person that the employee presents an undue risk of harm to third persons in light of the particular work to be performed." (*Federico v. Superior Ct.* (1997) 59 Cal.App.4th 1207, 1214.)

Here, plaintiffs fail to allege prior similar incidents, complaints, or other information suggesting defendant had notice of any risk posed by these employees, and otherwise fails to allege that defendant knew or should have known of any facts supporting prior knowledge. The demurrer is sustained as to the second cause of action for premises liability.

Third Cause of Action: Defamation per se

Defendant demurs to the third cause of action for defamation per se on the grounds that the TAC does not allege sufficient facts to state a claim for defamation per se. The elements of defamation are (a) a publication to a third party (not just to the plaintiff), that is (b) a provably false statement of fact about the plaintiff, (c) defamatory (i.e., injurious to the plaintiff's reputation), (d) unprivileged, and (e) having a natural tendency to injure,

or else causing special damage. (*John Doe 2 v. Superior Court* (2016) 1 Cal.App.5th 1300, 1312; *Seelig v. Infinity Broadcasting Corp.* (2002) 97 Cal.App.4th 798, 809.).

As an initial matter, plaintiff's cause of action for defamation per se was improperly added. Although plaintiff was granted leave to amend his complaint on April 7, 2026, the court did not grant leave to add a new cause of action. Defendant argues this claim falls outside of the one-year statute of limitations under Code of Civil Procedure section 340(C), and does not relate back to the complaint's original filing date. As plaintiff does not oppose the demurrer, no opposition to the statute of limitations argument is raised. Even if the allegations did relate back, the TAC does not identify any specific statement that meets the definition of defamation per se. Plaintiff's TAC does not allege the exact words spoken, who made the statement, to whom it was made, or facts showing that any statement was false and unprivileged. The TAC offers only conclusory assertions that "defendants maliciously published false statements to law enforcement and investigative agencies alleging that plaintiff committed a violent assault and used racial slurs" (TAC ¶ 26) and that "these statements are defamation per se because they falsely charge plaintiff with a crime" (TAC ¶ 27), without supporting factual detail. Such conclusory allegations are insufficient to state a claim. The demurrer is sustained as to the third cause of action for defamation per se.

Conclusion

The court previously sustained defendant's demurrer to the second amended complaint with leave to amend. The third amended complaint fails to cure the deficiencies previously noted by the court. Further, no opposition to the demurrer was filed. As plaintiff fails to satisfy his burden of demonstrating the defects can be cured by further amendment, the demurrer is sustained without leave to amend.

Defendant's Motion to Strike

Defendant filed a motion to strike concurrently with this demurrer. The motion asks the court to strike the causes of action for false imprisonment, in connection with plaintiff's first cause of action for intentional tort, and defamation per se, and the claim for punitive damages. Given the court's order to sustain the demurrer in its entirety without leave to amend, defendant's motion to strike is dropped as moot.

Defendant's Motion to Compel Further Responses to Demand for Production of Documents, Set One

Defendant moves to compel further responses to demand for production of documents, set one. Plaintiff filed an untimely opposition arguing the motion was moot as he had provided sufficient responses. Given the court's order to sustain the demurrer in its entirety without leave to amend, defendant's motion to compel is dropped as moot. Defendant's request for monetary sanctions is denied.

Defendant's Motion to Compel Further Responses to Form Interrogatories, Set One

Defendant moves to compel further responses to form interrogatories, set one, set one. Plaintiff filed an untimely opposition arguing the motion was moot as he had provided sufficient responses. Given the court's order to sustain the demurrer in its entirety without leave to amend, defendant's motion to compel is dropped as moot. Defendant's request for monetary sanctions is denied.

4. S-CV-0054129 Faqurzadeh, Nabila v. CSAA Ins. Exchange

Motion to Compel Uninsured Motorist Arbitration

CSAA Insurance Exchange (CSAA) moves this court for an order compelling claimant Nabila Faqurzadeh to binding uninsured motorist arbitration with Retired Judge David Brown through JAMS Alternative Dispute Resolution. Claimant has not filed a response or yet appeared in this case. Previously, this court continued the matter for CSAA to file proof of service of the motion on claimant Nabila Faqurzadeh. On September 22, 2026, CSAA file proofs of service of the motion on claimant Nabila Faqurzadeh and her attorney, Salim Khawaja, Esq.

Code of Civil Procedure section 1281.2 requires a trial court to grant a petition to compel arbitration "if [the court] determines that an agreement to arbitrate the controversy exists." (*Avery v. Integrated Healthcare Holdings, Inc.* (2013) 218 Cal.App.4th 50, 59.) "A party seeking to compel arbitration has the burden of proving the existence of a valid agreement to arbitrate. Once that burden is satisfied, the party opposing arbitration must prove by a preponderance of the evidence any defense to the petition." (*Sparks v. Vista Del Mar Child & Family Services* (2012) 207 Cal.App.4th 1511, 1518, abrogated by *Harris v. TAP Worldwide, LLC* (2016) 148 Cal.App.4th 373 on other grounds.)

CSAA submits evidence of an agreement to arbitrate (see Anderson Decl. & Exh. A). There is no response from claimant Nabila Faqurzadeh.

Therefore, CSAA made a sufficient showing of a valid and enforceable agreement to arbitrate between the parties and no defense to enforcement applies. Accordingly, the motion to compel arbitration is granted. This action shall be stayed pending the outcome of the arbitration.

The court schedules this matter for an order to show cause hearing regarding the status of arbitration on Tuesday, July 21, 2027, at 9:00 a.m. in Department 32.

5. S-CV-0054193 Eddenfield, Mary v. County of Placer

Defendant Auburn Area Recreation and Park District's Motion for Summary Judgment, or in the alternative, Summary Adjudication, is continued to be heard on **November 10, 2026 at 8:30 a.m. in Department 32.**

6. **S-CV-0055662 Fallahi-Marzooni, Keyan v. Peers, Jessica**

Motion to Compel

Plaintiff's motion to compel responses to special interrogatories, set one; form interrogatories, set one; and requests for production of documents, set one; and motion to deem matters admitted are dropped from calendar subject to being re-noticed for hearing after an informal discovery conference. The parties are directed to see the notice of informal discovery conference filed October 13, 2026 for more information.

7. **S-CV-0057693 Hull, Karen S v. Hyundai Motor America**

The moving party is advised the notice of a motion must include notice of the court's tentative ruling procedures. (Local Rule 20.2.3(C).)

Defendant's Motion to Compel Arbitration and Motion to Stay

Defendant's request for judicial notice is granted.

Plaintiff's complaint, filed April 23, 2026, alleges three causes of action against defendant Hyundai Motor America arising from plaintiffs' lease of a 2020 Hyundai Kona: 1. violation of Song-Beverly act - breach of express warranty; 2. violation of Song-Beverly act - breach of implied warranty; and 3. violation of the Song-Beverly act section 1793.2. Defendant now moves to compel arbitration based on arbitration provision included in the Owner's Handbook & Warranty Information (Owner's Handbook), and a separate arbitration provision plaintiffs purportedly agreed to when they enrolled the vehicle in Hyundai's Bluelink services.

The arbitration statutes evidence a strong public policy in favor of arbitration that is frequently approved and enforced by the courts. (*Madden v. Kaiser Foundation Hospitals* (1976) 17 Cal.3d 699, 706; *Laswell v. AG Seal Beach, LLC* (2010) 189 Cal.App.4th 1399, 1405.) Under both federal and state law, a threshold question for any petition to compel arbitration is whether there exists an agreement to arbitrate. (*Cruise v. Kroger Co.* (2015) 233 Cal.App.4th 390, 396.) If the court determines an agreement to arbitrate the controversy between the parties exists, the court "shall" compel arbitration. (Code Civ. Proc., § 1281.2; 9 U.S.C., § 4.) It is the petitioner that carries this initial burden of proving, by a preponderance of the evidence, the existence of a valid arbitration agreement. (*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 972.) "[A] party cannot be required to submit to arbitration any dispute which he has not agreed so to submit." (*AT&T Technologies v. Communications Workers* (1986) 475 U.S. 643, 648; *see Cronus Investments, Inc. v. Concierge Svcs.* (2005) 35 Cal.4th 376, 384–85.)

Section 2 of the Federal Arbitration Act ("FAA") makes agreements to arbitrate "valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract." (9 U.S.C. § 2.) This provision reflects both a "liberal federal

policy favoring arbitration” and the “fundamental principle that arbitration is a matter of contract.” (*AT&T Mobility LLC v. Concepcion*, (2011) 563 U.S. 333, 339.) California law mandates that the court must grant a petition to compel arbitration “unless it determines that: (a) The right to compel arbitration has been waived by the petitioner; or (b) Grounds exist for the revocation of the agreement.” (*Condee v. Longwood Management Corp.* (2001) 88 Cal.App.4th 215, 219.) “Any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability.” (*Three Valleys Mun. Water Dist. v. E. F. Hutton & Co.*, (9th Cir. 1991) 925 F.2d 1136, 1139.)

As to the Owner’s Handbook, defendant provides no evidence as to how it accompanied the vehicle or whether plaintiffs were made aware of its existence. Defendants fail to demonstrate an agreement to arbitrate by plaintiffs based on the Owner’s Handbook.

As to the Bluelink Connected Services Agreement, defendant provides evidence plaintiff enrolled the subject vehicle in defendant’s Bluelink service, a connected car system, on November 11, 2020. (Rao Decl., ¶ 5.) Defendant provides evidence that in order for an individual to enroll in the service, they must accept the terms and conditions then in effect by clicking a checkbox, and that the terms and conditions include an arbitration provision. (*Id.*, ¶¶ 4, 6.) A customer cannot successfully activate Bluelink services unless they complete the step requiring them to click the box acknowledging they agree to the Bluelink Terms and Conditions. (*Id.*, ¶ 6.) The arbitration provision therein provides in part:

Hyundai and you agree to arbitrate any and all disputes and claims between us arising out of or relating to this Agreement, Connected Services, Connected Services Systems, Service Plans, your Vehicle, use of the sites, or products, services, or programs you purchase, enroll in or seek product/service support for, whether you are a Visitor or Customer, via the sites or through mobile application, except any disputes or claims which under governing law are not subject to arbitration, to the maximum extent permitted by applicable law. This agreement to arbitrate is intended to be broadly interpreted and to make all disputes and claims between us subject to arbitration to the fullest extent permitted by law...

(Rao Decl. Exh. 2, CSA pg. 15.)

Plaintiffs do not deny enrolling in the Bluelink services or clicking the checkbox to do so. Based on the plain language of the arbitration provision, the court concludes that the claims alleged by plaintiffs in this action are subject to arbitration. Further plaintiffs fail to satisfy their burden of establishing grounds for denial. (*Rosenthal v. Great Western Financial Securities Corp.* (1996) 14 Cal.4th 394, 413-414.)

Conclusion

Based on the foregoing, defendant's motion to compel arbitration is granted. This action shall be stayed in its entirety pending conclusion of the arbitration. **The case management conference set November 10, 2026, is vacated. An order to show cause re: arbitration is set Tuesday, July 21, 2027, at 9:00 a.m. in Department 32.**

8. S-CV-0058213 Ellis, Joelle v. VSP Ventures Optometric Solutions

Demurrer and Motion to Strike

Defendant VSP Ventures Optometric Solutions LLC's demurrer to the complaint and motion to strike portions of the complaint is dropped as moot in light of the first amended complaint filed October 5, 2026. Defendant VSP Ventures Optometric Solutions LLC is advised that any future demurrer and motion to strike shall be filed as two separate motions requiring two separate filing fees.

9. S-CV-0058373 Arbaugh, Matthew v. Kennedy, Wayne

Order to Show Cause re Preliminary Injunction

Plaintiff seeks a preliminary injunction against defendants Wayne Kennedy, Lars Nielsen, and Eric Webb pursuant to Code of Civil Procedure sections 526 and 527. Specifically, plaintiff seeks court orders restraining defendants from (1) directing employees or staff of PPS Roseville LLC to refuse business or refund customer deposits; (2) removing, transferring, concealing, damaging, encumbering or disposing of any property of PPS Roseville LLC; (3) removing, transferring, concealing, damaging, encumbering or disposing of any personal property of Matthew Arbaugh located at the premises of 9001 Foothills Boulevard, Suite 190, Roseville, California ("the Premises"); (4) installing, operating or maintaining any audio or video recording or two-way communication devices at the Premises; (5) accessing, alerting, deleting, disabling, or restricting Matthew Arbaugh's access to PPS Roseville LLC's email systems, Uable shop-management platform, PPS Roseville LLC bank accounts and financial records, and other business records or accounts held by PPS Roseville LLC; and (6) withdrawing, transferring, dissipating, or encumbering any funds held in PPS Roseville LLC banking or financial accounts. Plaintiff also seeks orders requiring defendants to perform the following acts: (1) To return all PPS Roseville LLC equipment and property removed from the Premises on or after July 22, 2026, including seven ceramic-coating units; (2) to return all personal property of plaintiff removed from the premises on or after July 22, 2026; (3) to remove any recording devices installed by defendants at the Premises; (4) to restore plaintiff's access to PPS Roseville LLC email systems, Uable platform, bank accounts and financial records; (5) to reactivate plaintiff's email account and to recover plaintiff's emails deleted on or after July 22, 2026; and (6) to transfer signatory authority over PPS Roseville LLC's bank accounts to plaintiff, or alternatively to add plaintiff as an authorized signatory on the accounts. Defendants oppose the motion.

Preliminarily, the court observes plaintiff's reply briefs were untimely filed. However, the court accepts the explanations provided by counsel Wright and will consider the reply briefs plaintiff filed on August 20 and 21, 2026. Plaintiff also filed a response and supplemental declaration on September 16, 2026, which exceed the briefing permitted by law and ignores the court's ruling that, "Other than the few documents outlined [in the court's September 8, 2026 ruling], no further briefing is permitted." (Law and motion minutes, Sept. 8, 2026.) The court has not considered plaintiff's September 16, 2026 filings.

The court may grant a preliminary injunction when it appears from the complaint plaintiff is entitled to the demanded relief and plaintiff would suffer irreparable injury if the enjoined action were allowed to proceed. (Code Civ. Proc., § 526, subd. (a).) In making this determination, "the court must consider whether the party seeking the injunction is likely to prevail on the merits" and balances the relative harm to the parties. (*Mitsui Manufacturers Bank v. Texas Commerce Bank-Ford Worth* (1984) 159 Cal.App.3d 1051, 1059.) The plaintiff has the burden of showing they would be harmed without a preliminary injunction. (*Casmalia Resources, Ltd. v. County of Santa Barbara* (1987) 195 Cal.App.3d 827, 838.) The more likely it is a party will prevail on the merits, the less severe harm need be shown, particularly where the injunction maintains rather than alters the status quo. (*King v. Meese* (1987) 43 Cal.3d 1217, 1227; *Bennett v. Lew* (1984) 151 Cal.App.3d 1177.) In making its determination, the court may consider a verified complaint or affidavits. (Code Civ. Proc., § 527, subd. (a).)

The complaint in this instance filed August 3, 2026 is verified and alleges claims for (1) breach of fiduciary duty, (2) breach of operating agreement, (3) conversion, (4) trespass to chattels, (5) violation of the California Invasion of Privacy Act, (6) invasion of privacy, (7) defamation per se, (8) trade libel, (9) intentional interference with prospective economic advantage, (10) violation of the Comprehensive Computer Data Access and Fraud Act (Penal Code section 502), (11) civil conspiracy, (12) accounting, and (13) injunctive relief. All causes of action are brought against defendant Kennedy. The seventh, eighth, ninth, eleventh, and thirteenth causes of action are also brought against defendant Nielsen; the tenth, eleventh, and thirteenth causes of action are also brought against defendant Webb. In support of this motion, plaintiff also submitted his declaration, which reiterates many of the facts alleged in the verified complaint.

Given the different causes of action and factual allegations against each defendant, the court will separately analyze the motion as against each defendant.

Defendant Nielsen

Plaintiff's claims against defendant Nielsen include defamation per se, trade libel, intentional interference with prospective economic advantage, civil conspiracy, and injunctive relief. Plaintiff's verified complaint alleges Nielsen, a subcontractor with no ownership interest in the subject LLC, stated that unless plaintiff sold him an ownership stake he would take his crew and open a competing business, had made other false

statements to company personnel that plaintiff had been dishonest about the business, and had walked off the job.

Plaintiff does not allege what the purported defamatory statement was, when it was made, and to whom. While plaintiff alleges Nielsen conspired with other defendants to force plaintiff out and seize the company, there are insufficient facts supporting this conclusion. Plaintiff makes an insufficient showing as to likelihood of success on the merits. Plaintiff also fails to show what, if any, harm plaintiff would suffer without injunctive relief against defendant Nielsen. The motion is denied as against defendant Nielsen.

Defendant Webb

Plaintiff's claims against defendant Webb include violation of the Comprehensive Computer Data Access and Fraud Act pursuant to Penal Code section 502, civil conspiracy, and injunctive relief. Plaintiff's verified complaint alleges defendant Webb was the subject company's information-technology administrator and terminated plaintiff's account and deleted plaintiff's emails to destroy evidence. Defendant Webb presents evidence that he did terminate plaintiff's email services associated with the subject LLC's domain because there were insufficient funds to pay for the service. Defendant Webb also submits evidence he notified plaintiff of the insufficient funds issue prior to terminating the service.

Here, plaintiff has made an insufficient showing as to likelihood of success on the merits against defendant Webb. The court need not and does not analyze the second prong of the analysis as to defendant Webb.

Defendant Kennedy

Plaintiff's claims against defendant Kennedy include breach of fiduciary duty, breach of the operating agreement, conversion, trespass to chattels, violation of the California Invasion of Privacy Act pursuant to Penal Code sections 630 et seq., invasion of privacy, defamation per se, trade libel, intentional interference with prospective economic advantage, violation of the Comprehensive Computer Data Access and Fraud Act pursuant to Penal Code section 502, civil conspiracy, accounting, and injunctive relief. Plaintiff's verified complaint alleges defendant Kennedy holds a minority interest in the subject LLC and has no authorization to manage day-to-day operations who nonetheless exercised control over certain company finances, worked together with defendant Webb to terminate plaintiff's company email account, re-granted himself access to the company's shop management software after his access had been removed, and has announced he will not be renewing the company's lease and to cease operations. Plaintiff alleges Kennedy removed from the premises approximately 90% of the company's equipment and property as well as plaintiff's personal property. Plaintiff alleges defendant Kennedy installed a surveillance camera without plaintiff's knowledge or consent and followed plaintiff around while recording, including when plaintiff was with his minor son in the restroom.

Defendant Kennedy submits evidence that when the membership agreement for the subject company was executed on April 18, 2025, it identified plaintiff as a 60% owner, defendant Kennedy as a 30% owner, and defendant Webb as a 10% owner. The membership agreement identifies defendant Kennedy as the manager and requires written consent of all members before a transferee receives voting rights as a member. Defendant Kennedy declares he did not sign anything admitting Adam Levy as a voting member, reducing plaintiff's interest from 60% to 51%, or eliminating defendant Webb's 10% ownership interest. Defendant Kennedy declares during 2026, the subject company experienced serious cash-flow problems but meeting with plaintiff was difficult because plaintiff was rarely on site. Prior to the allegations in plaintiff's complaint, plaintiff had revoked defendant Kennedy's access to Uable, the subject LLC's scheduling and shop-management platform. Defendant Kennedy declares he never had administrator credentials for plaintiff's company email account and could not have terminated the account or deleted anything. Defendant Kennedy declares he did not intentionally record any private restroom activity and the camera plaintiff references was located in a common work area for security purposes. Defendant Kennedy declares he did not remove any equipment or property belonging to the subject LLC or any of plaintiff's personal property.

As summarized above, the evidence submitted in opposition to this motion contradicts the information submitted in support of this motion. Plaintiff therefore falls short of showing a likelihood of success on the merits as against defendant Kennedy. Additionally, it is unclear that granting the motion would maintain the status quo as it appears—in light of defendant Kennedy's evidence—plaintiff may have already unilaterally changed the status quo as to ownership and management of the subject LLC. Even if plaintiff had made a sufficient showing of likelihood of success on the merits, the balance of the harms weighs in favor of defendant Kennedy, who presents evidence he is the personal guarantor as to the commercial lease.

Based on the foregoing, the motion is denied in its entirety.

10. T-CV-0002743 Strharsky, Kevin v. Crabtree, Paul

Motion to Quash

The court continues the hearing on defendant VRBO Holdings, Inc.'s motion to quash to be heard on **November 17, 2026 at 8:30 a.m. in Department 32**. The court apologizes to the parties for any inconvenience.