PLACER COUNTY SUPERIOR COURT
CIVIL LAW AND MOTION TENTATIVE RULINGS
TUESDAY, NOVEMBER 3, 2026

These are the tentative rulings for civil law and motion matters set at **8:30 a.m. on Tuesday, November 3, 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, November 2, 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.

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1. M-CV-0085272 JPMorgan Chase Bank v. Bothwell, Anthony P

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.

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

$9,255.88. 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 $1,500.00, that defendant thereafter defaulted on payments, and that defendant owes the remaining principal sum of $7,755.88. Entry of judgment is appropriate in these circumstances, and the motion is granted. (Code Civ. Proc., § 664.6, subd. (a).) The April 30, 2025 dismissal is set aside and judgment is entered in favor of plaintiff and against defendant in the principal amount of $7,755.88.

2. M-CV-0092172 Wells Fargo Bank v. Ramezani, Behrooz

Motion to be Relieved From Deemed Admissions

Defendant moves for relief from deeming admitted plaintiff's requests for admissions, set one. Section 2033.280 of the California Code of Civil Procedure states "[t]he court, on motion, may relieve that party from this waiver on its determination that both of the following conditions are satisfied: (1) The party has subsequently served a response that is in substantial compliance with Sections 2033.210, 2033.220, and 2033.230. (2) The party's failure to serve a timely response was the result of mistake, inadvertence, or excusable neglect." Defendant's motion is accompanied by a declaration indicating his mistake or excusable neglect in failing to timely serve responses to requests for admissions. Plaintiff did not file an opposition.

Defendant's unopposed motion for relief from deeming admitted plaintiff's requests for admissions, set one, is granted. (Code Civ. Proc., § 2033.280 (a).) The order deeming admitted defendant's requests for admissions, set one, is hereby set aside.

3. M-CV-0093253 JPMorgan Chase Bank v. Tindall, Samantha N

Motion To Enter Judgment

Plaintiff moves to 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.

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 principal sum of $4,774.93, which is designated as the judgment amount. 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 in the judgment amount specified in the stipulation agreement less any payments made by defendant. Therefore, plaintiff's evidence shows that defendant has paid $1,199.00, that defendant thereafter defaulted on payments, and that defendant owes the remaining principal sum of $3,575.93, which is less than the $3,961.93 amount plaintiff is seeking. Entry of judgment is appropriate in these circumstances, and the motion is granted in part. (Code Civ. Proc., § 664.6, subd. (a).) Judgment is entered in favor of plaintiff and against defendant in the reduced principal amount of $3,575.93.

4. S-CV-0050103 Elwell, James v. Waddell, Eric

Motion to Confirm Arbitration Award

James Elwell and Cheri Alejo petition the court to confirm the final arbitration award issued May 20, 2026. No opposition has been filed.

"A party to an arbitration in which an award has been made may petition the court to confirm, correct or vacate the award. The petition shall name as respondents all parties to the arbitration . . . . (Code Civ. Proc., § 1285.) Such a petition shall provide the agreement to arbitrate, the name(s) of the arbitrator(s), and the arbitrator's award. (Code Civ. Proc., § 1285.4.) "If a petition or response under this chapter is duly served and filed, the court shall confirm the award as made, . . . unless in accordance with this chapter it corrects and confirms it as corrected, vacates the award or dismisses the proceeding." (Code Civ. Proc., § 1286.)

The unopposed petition is granted as prayed. The court confirms the award of arbitrator issued on May 20, 2026.

James Elwell is liable to Robert Waddell for damages of $11,800 as past due rent.

Erick Waddell, Robert Waddell, and Two Rivers Land & Home are liable to James Elwell for damages of $9,000.00 plus interest at the rate of 7% per annum from February 23, 2016, and for damages of $30,000.000 plus interest at the rate of 7% per annum from March 3, 2016.

A Case Management Conference is set **December 8, 2026 at 9:00 a.m. in Department 32**.

5. S-CV-0051367 Brown, Maurice v. ClearCaptions LLC

If oral argument is requested, it will be heard in **Department 32** by the Honorable Trisha J. Hirashima.

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

Motion for Final Approval of the Class Action and PAGA Settlement

This motion was initially scheduled for November 3, 2026 at 8:30 a.m. in Department 42. (Law and motion minutes, May 5, 2026; Order granting preliminary approval of class action settlement; filed May 22, 2026.) However, due to changes in the court's calendaring matrix, this motion was continued to be heard on November 6, 2026 at 8:30 a.m. in Department 1. (Order continuing hearing, filed Jul. 21, 2026.) However, plaintiff filed the moving papers erroneously noticed for November 3, 2026.

Out of concern for any possible confusion on behalf of the parties, this motion for final approval will be heard on **Friday, November 6, 2026 at 8:30 a.m. in Department 1 by the Honorable Trisha J. Hirashima**. Tentative ruling procedures pursuant to Local Rule 20.2.3 will apply.

6. S-CV-0054584 MGP XI US Properties v. Wade, Josh

The motion to compel is dropped from calendar as no moving papers were filed with the court. While two motions to compel further responses were filed on September 11, 2026 noticed for this hearing date, the court vacated these hearings and issued a notice of informal discovery conference that is currently scheduled for **November 4, 2026 at 1:00 p.m. in Department 4**.

7. S-CV-0055052 Alvarado, Giovanni Perales v. Kniesels Collision

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

Motion for Approval of PAGA Settlement

The unopposed motion is granted. The court reviews the moving papers along with the entirety of the court file to determine that the settlement is genuine, meaningful, and consistent with the underlying purposes of the PAGA-related statute. (Lab. Code § 2699, subd. (*l*); *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110.) The court must also determine whether the PAGA settlement appears fundamentally fair, reasonable, and adequate. (*O'Connor*, *supra*, 201 F.Supp.3d at p. 1120.) The court has carefully reviewed and considered the PAGA settlement and plaintiff's moving papers filed in connection with the motion, as well as the joint status report filed on October 19, 2026. The court determines a sufficient showing has been made that the settlement is fair,

reasonable, genuine, meaningful, and consistent with the purpose of PAGA. The court approves the PAGA settlement, approves Phoenix Settlement Administrator as settlement administrator and approves their fees of $5,500, awards plaintiff's counsel attorneys' fees of $93,746 and litigation costs of $18,918.50, approves $5,000 as a service award payment to plaintiff, and incorporates by reference the findings and others outlined in the proposed order submitted in conjunction with this motion except as to item 18, which is replaced with a final accounting hearing as noted below.

The court schedules a final accounting hearing on **May 4, 2027 at 8:30 a.m. in Department 32**. Plaintiff shall submit a final accounting report no later than April 20, 2027.

Case Management Conference

No appearance is required and no further case management conference is scheduled at this time.

8. S-CV-0055243 Gross, Rickey Glenn v. Gervin, Donald Joseph

Motion to Stay

Plaintiff seeks an extension of stay of action, including defendant's special motion to strike which is currently scheduled to be heard on December 8, 2026 (although the briefing specifies the hearing is scheduled for December 1, 2026). Defendant does not oppose a stay of discovery in this action but otherwise opposes the motion.

The court on its own motion takes judicial notice of the court's August 7, 2026 ruling in this action and the court files for Placer County cases 62-198910 and S-CV-0053914.

The court has broad discretion "[t]o amend and control its process and orders so as to make them conform to law and justice." (Code Civ. Proc., § 128, subd. (a)(8); see also Code Civ. Proc., § 187.) Plaintiff in this action is the defendant in related criminal prosecution Placer County case number 62-198910, which is post-preliminary hearing, is currently pending a ruling on a *Romero* invitation, and trial dates are not currently scheduled. Plaintiff in this action is also one of two defendants in a related civil action, Placer County case number S-CV-0053914, which the parties stipulated should be stayed pending resolution of the criminal action and the court so ordered. (Joint stipulation to stay civil action and order thereon, filed Jan. 14, 2025.) Plaintiff argues a stay pending the outcome of the criminal trial, including of defendant's special motion to strike, is necessary to protect his Fifth Amendment rights against self-incrimination. If the request for stay is denied, plaintiff argues he will have to choose between the situation of exercising his Fifth Amendment rights to protect his defense in the criminal prosecution against him and the civil consequences of remaining silent in opposition to a special motion to strike. In acknowledgment of this tension, the court previously entered a 90-day stay in this action pending resolution of a related criminal action. (Ruling on ex parte application, filed Aug. 7, 2026.)

As defendant correctly points out, there is no requirement that a civil action be stayed pending a criminal action and a court's decision to stay a civil action for such a reason is discretionary. (*Avant! Corp. v. Super. Court* (2000) 79 Cal.App.4th 876, 885.) One court described the court's inquiry as to whether to exercise its discretion to stay as a fact-specific inquiry:

> The determination whether to stay an action pending resolution of criminal proceedings should be made in light of the particular circumstances and competing interests involved. [Citation.] The decisionmaker should consider the extent to which Fifth Amendment rights are implicated. In addition, factors to be considered include (1) the interest of the party opposing the stay in proceeding expeditiously with the action, and the potential prejudice to the party opposing the stay of a delay; (2) the burden which any particular aspect of the proceedings may impose on the party seeking the stay; (3) the convenience to the court in management of its cases and the efficient use of judicial resources; (4) the interests of persons not parties to the civil litigation; and (5) the interest of the public in the pending cases. [Citation.] While the privilege against self-incrimination is a factor to be considered, the issue of a stay itself does not implicate constitutional issues. (*Avant! Corp. v. Super. Court* (2000) 79 Cal.App.4th 876, 882.)

(*People ex rel. Harris v. Rizzo* (2013) 214 Cal.App.4th 921, 952, citations omitted.)

These factors support a continued stay of this action. Defendant's interest in the court reaching the merits of his special motion to strike is relatively high, as recognized by the Legislature in requiring such a motion to generally be heard within 60 days of filing. (Code Civ. Proc., § 425.16, subd. (f).) The public policy behind the passage of Code of Civil Procedure section 425.16 is to ensure that a defendant facing a lawsuit that is brought primarily to chill the valid exercise of freedom of speech and freedom to petition does not have to incur ongoing costs of defending against such a lawsuit. Here, a stay would lessen that impact on defendant and therefore reduce some of the impetus in defendant's interest in reaching the merits of this motion. If the stay were denied, the burden placed on plaintiff is also relatively high. While defendant argues a special motion to strike simply challenges the face of the pleadings, plaintiff's burden to defend against such a motion is an evidentiary burden and his Fifth Amendment rights would almost certainly be impacted by his burden on the motion. Moreover, it would promote judicial economy if this civil action, like the related civil action, was stayed pending completion of the criminal action. If both cases were stayed, the parties could seek consolidation down the line, which would also promote judicial economy and prevent divergent outcomes. While there is some public interest in a special motion to strike being expeditiously heard, there is nothing about the alleged facts of this case that make this an issue of great public concern. Moreover, granting a stay would protect the status quo.

Based on the foregoing, the court chooses to exercise its discretion and stay this action, including defendant's special motion to strike, pending resolution of the criminal action, Placer County case number 62-198910 and that within ten (10) days of resolution of the criminal action, the parties shall notify the court regarding the status of the criminal

action. Defendant may also re-notice his special motion to strike once the criminal action is resolved. **All future court dates are vacated at this time**.

9. S-CV-0055273 Kapitus Servicing v. Ultimate Low Voltage

Judgment creditor is advised the notice of motion must include notice of the court's tentative ruling procedures. (Local Rule 20.2.3(C).)

Motion for Assignment Order

Judgment creditor moves for a court order directing judgment debtors Ultimate Low Voltage, Inc. dba Ultimate Low Voltage and Jon Fenton to assign to the judgment creditor all or part of a right of payment due and an order restraining assignment of payments due within the meaning of Code of Civil Procedure sections 708.510 and 708.520. No opposition has been filed.

This is the second such motion judgment creditor has filed. The court denied the first motion for procedural deficiencies. Since the first motion, judgment creditor has filed amended proofs of service, which satisfy the court that service has been properly effected. Judgment debtor also points out it had provided judgment debtors Code of Civil Procedure section 1710.30(a) notice and the court's prior ruling raised that issue in error.

As the procedural issues have been addressed, the court may reach the merits of the motion. "The court may issue an order pursuant to this section upon a showing of need for the order." (Code Civ. Proc., § 708.520, subd. (b).) Here, judgment debtor presents evidence that a judgment has been issued and there is an outstanding judgment of $80,720.42. (Notice of entry of judgment on sister-state judgment, filed May 21, 2025.) Judgment creditor presents evidence it discovered judgment debtors' "client list" from its website, https://www.ultimatesecurity.com/ and provides the "client list" as Exhibit 6. A careful review of Exhibit 6 reveals this is the client list for "Ultimate Video Security Systems, a division of Ultimate Low Voltage, Inc." "Ultimate Video Security Systems" is not the name of the judgment debtor. Judgment creditor has not filed any request to add "Ultimate Video Security Systems" as a dba via an affidavit of identity. Moreover, the moving papers do not address this issue, describing the client list and website to be judgment debtor's own. The motion is denied without prejudice for this reason.

Moreover, judgment creditor does not present sufficient evidence of a "need for the order," just that a judgment is due and owing and has not been paid. The motion is likewise denied without prejudice for this reason.

10. S-CV-0055352 Kadzhikyan, Gevorg v. Aneian, Tigran

Motion to Transfer Venue

Plaintiff moves to transfer venue from Placer County Superior Court to Los Angeles County Superior Court, Van Nuys Courthouse, pursuant to the Code of Civil Procedure section 396b(a) and section 397.

However, before the court reaches the merits of the motion, the court elects to address a procedural issue first. The default entered on March 13, 2026 against Capital Ready Mix, Inc. appears to have been improper. For a summons to be served under section 415.20(a) of the Code of Civil Procedure, the summons must be left with a person "who is apparently in charge" of the entity's office. Under section 3b of the proof of service of summons filed on January 29, 2026, plaintiff indicates service was left with Stacy Huggins, who identified themself as "the boss," but plaintiff failed to provide sufficient details as to Stacy Huggins' authority to accept service on behalf of the defendant entity. Based on this proof of service, it appears to have been improper to enter default against defendant Capital Ready Mix, Inc.

The court on its own motion sets the case for an order to show cause hearing regarding the incomplete proof of service of summons for defendant Capital Ready Mix, Inc. on **December 15, 2026 at 9:00 a.m. in Department 32**. The court continues this motion hearing to **December 22, 2026 at 8:30 a.m. in Department 32**, to be addressed after the outcome of the order to show cause hearing. Plaintiff shall file and service notice of continued hearing by November 13, 2026.

11. S-CV-0055782 Love, Doctor Lynne A v. Love, Thomas Teel Jr.

The two motions to quash service of summons that were filed on September 1, 2026 are continued to be heard on **November 24, 2026 at 8:30 a.m. in Department 32**. The court apologizes to the parties for any inconvenience.

No moving papers were filed as to a third motion to quash service of summons; this motion is dropped from the court's calendar.

The case management conference is likewise continued to **November 24, 2026 at 9:00 a.m. in Department 32**.

12. S-CV-0056703 Casebolt Flynt, Elizabeth v. Whitely, Jesse

The demurrer to the third amended complaint is continued to **November 24, 2026 at 8:30 a.m. in Department 32**. The court apologizes to the parties for any inconvenience.

13. S-CV-0058413 Alkhals, Omar v. Darweesh, Mustafa Mohamad E

The motion for attorneys' fees is dropped from calendar as no moving papers were filed with the court.
