# PLACER COUNTY SUPERIOR COURT
## FRIDAY, CIVIL LAW AND MOTION
## DEPARTMENT 1
## COMMISSIONER CHRISTINE S. DEHR
## TENTATIVE RULINGS FOR NOVEMBER 6, 2026 AT 8:30 A.M.

These are the tentative rulings for the **FRIDAY, NOVEMBER 6, 2026 at 8:30 A.M.**, civil law and motion calendar. 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., THURSDAY, NOVEMBER 5, 2026**. Notice of request for 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 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.

NOTE: PARTIES MAY REQUEST A REMOTE APPEARANCE FOR ORAL ARGUMENT. (PLACER COURT LOCAL RULE 10.24.) More information is available at the court's website: www.placer.courts.ca.gov**.**

Except as otherwise noted, these tentative rulings are issued by **COMMISSIONER CHRISTINE S. DEHR**. If oral argument is requested, it shall be heard at **8:30 a.m.** in **DEPARTMENT 1** located at the Historic Auburn Courthouse, 101 Maple Street, Auburn, California.

**1. M-CV-0086184 SYNCHRONY BANK v. TORRES, VANESSA**

The reserved hearing on defendant's motion to set aside default is dropped from the calendar as no moving papers were filed with the court.

**2. M-CV-0092579 BANK OF STOCKTON v. GLATT, LORILEI**

The reserved hearing on defendant's motion to set aside default is dropped from the calendar as no moving papers were filed with the court.

**3. M-CV-0092787 ALEXANDER, ZHELEZOGLO v. NELSON, FOREST**

The reserved hearing on the motion to be relieved as counsel is dropped from the calendar as no moving papers were filed with the court.

**4. M-CV-0093106 CREDITORS ADJUST BUREAU v. ISMAYELYAN, CHRISTINE**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Plaintiff's Renewed Motion for Terminating Sanctions

The motion is granted.

The purpose of discovery sanctions is to prevent abuse of the discovery process and correct problems presented. (*Do v. Superior Court* (2003) 109 Cal.App.4th 1210, 1213-1214.) It is not a weapon to provide for punishment, forfeiture, or avoidance of trial on the merits. (*Ibid.*) Trial courts act with restraint when ordering terminating sanctions. The dismissal of an action is a drastic sanction that is only applied after a party has had an opportunity to comply with a court order yet still fails to do so. (see *Ruvalcaba v. Government Employees Ins. Co.* (1990) 222 Cal.App.3d 1579, 1581.) The totality of the circumstances surrounding the discovery violations are considered when ordering terminating sanctions: (1) whether the party's conduct was willful; (2) the detriment to the propounding party; and (3) the number of formal and informal attempts to obtain discovery. (*Los Defensores, Inc. v. Gomez* (2014) 223 Cal.App.4th 377, 390.)

Here, plaintiff continues to attempt to obtain discovery from defendant to no avail. The court previously ordered defendant to provide responses to written discovery on April 17, 2026. It has been more than six months and the discovery remains outstanding despite two orders for monetary sanctions and additional attempts by plaintiff to informally resolve the matters. The trial in this matter is currently set for December 2, 2026, which is less than a month away. In light of defendant's failure to engage in informal attempts to resolve discovery disputes; defendant's failure to comply with the court's orders despite the imposition of monetary sanctions; and the defendant's continued failure to comply with his discovery obligations with an impended trial date fast approaching, the court finds the totality of the circumstances support the issuance of terminating sanctions.

In sum, the motion is granted. The answer filed on October 1, 2025 is stricken.

The request for further monetary sanctions is denied.

Default is entered as to defendant Christine Ismayelyan is entered forthwith.

**4. M-CV-0093106 CREDITORS ADJUST BUREAU v. ISMAYELYAN, CHRISTINE**

The December 2, 2026 trial date is vacated.

A **DEFAULT PROVE-UP HEARING** is set for **FEBRUARY 23, 2027 at 1:00 P.M. in DEPARTMENT 1**. If a default judgment is entered prior to the hearing date, the hearing will be dropped from calendar.

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**5. M-CV-0093877 FREEMAN, ANGELA v. ENJOY TRAVEL**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Michael Klitzke, Esq.; Mihan Raufy, Esq.; and Auto Law Firm's Motion to be Relieved as Counsel for Plaintiff Angela Freeman

The motion is granted.

Michael Klitzke, Esq.; Mihan Raufy, Esq.; and Auto Law Firm shall be relieved as counsel of record for plaintiff Angela Freeman upon the filing of the proof of service of the signed order after hearing showing service on plaintiff Angela Freeman.

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**6. M-CV-0096906 ALESSANDRI, ERNEST v. CHASTAIN, CHRISTY**

Amber Gill, Esq. motion to be relieved as counsel for plaintiff Ernest Alessandri is dropped from the calendar.

A substitution of attorney was filed on August 19, 2026.

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**7. M-CV-0098698 SUNSET ST HOUSING PTRS v. WHITE, CHARLES**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Defendant Charles White's Motion to Set Aside Default and Default Judgment

The motion is denied.

There is an insufficient showing of mistake, inadvertence, surprise, and/or excusable neglect to support the requested relief. (Code of Civil Procedure section 473(b).

The stay is dissolved forthwith.

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**8. S-CV-0047808 FOSTER, SARA v. SHELDRICK, SHARON**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Petition for Minor's Compromise as to Jasmine Foster

The petition is granted as prayed.

If oral argument is requested, the appearance of the minor at the hearing is waived.

Petition for Minor's Compromise as to Hazel Foster

The petition is granted as prayed.

If oral argument is requested, the appearance of the minor at the hearing is waived.

OSC re Dismissal

The OSC re dismissal hearing is continued to **FRIDAY, DECEMBER 18, 2026 at 8:30 A.M. in DEPARTMENT 1**. If a dismissal is entered prior to the hearing, the matter will be dropped from calendar.

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**9. S-CV-0048518 THERAPUTIC HERB CO v. VINCENT MARKET SERV**

The reserved hearing on the motion to deem requests for admission as admitted is dropped from the calendar as no moving papers were filed with the court.

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**10. S-CV-0051367 BROWN, MAURICE v. CLEARCAPTIONS**

This tentative ruling is issued by the **Honorable Trisha J. Hirashima**. If oral argument is requested, it will be heard on **November 10, 2026 at 8:30 a.m. in Department 32**.

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

The unopposed motion is granted. The court has broad discretion in determining whether a class action settlement is (1) fair and reasonable, (2) the class notice is adequate, and (3) certification of the class is proper. (*In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1389.) When reviewing the fairness of the settlement, the court is to give due regard to the parties' agreement, ensuring that the agreement is not a product of fraud, overreaching parties, or collusion and that the settlement, as a whole, is fair, reasonable, and adequate. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1145.) A presumption of fairness exists where: (1) the settlement was reached through arms-length bargaining; (2) the investigation and discovery were sufficient to allow class counsel and the court to act intelligently; (3) class counsel is experienced in similar litigation; and (4) there is a small percentage of objectors. (*Ibid.*)

Further, 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 plaintiff's moving papers, declarations and exhibits submitted in support thereof, and the entire court file. The court determines a sufficient showing has been made that the settlement, the attorneys' fees of $108,333.33, the litigation costs of $14,754.13, the settlement administration costs of $5,990, and the service award of $7,500 are fair, adequate, reasonable, genuine, meaningful, and consistent with the purpose of PAGA.

The court grants final approval of the class action and approves the attorneys' fees, litigation costs, settlement administration costs, and the service award.

Plaintiff shall submit a proposed final judgment to the court for its review. The court retains jurisdiction over the parties to enforce the terms of the judgment. (Cal. Rules of Court, rule 3.769, subd. (h).)

The court schedules this matter for a final accounting hearing on **March 23, 2027 at 8:30 a.m. in Department 32**. Plaintiff shall file and serve a final accounting status report by no later than March 9, 2027.

**11. S-CV-0051374 SCOTT, ROBERT v. 1 OAK GRAND**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Plaintiff's Amended Motion for Leave to File Second Amended Complaint (SAC)

The motion is granted. (Code of Civil Procedure sections 473(a), 576.)

The second amended complaint shall be filed and served by November 13, 2026.

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**12. S-CV-0052886 FOXX, SPENCER v. JEW, BRIAN**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

The reserved hearing on the motion to compel responses to form interrogatories is dropped from the calendar as no moving papers were filed with the court.

Defendants Roseville Joint Union High School District and Brian Jew's Motion to Compel Further Responses by Plaintiff to Special Interrogatories and Monetary Sanctions

The motion is denied.

The request for sanctions is denied.

Defendants Roseville Joint Union High School District and Brian Jew's Motion to Compel Further Responses by Plaintiff to Requests for Production and Monetary Sanctions

The motion is denied.

The request for sanctions is denied.

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**13. S-CV-0053005 HEADWAY CAPITAL v. DOWNIE VALUATION SERV**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Plaintiff's Motion for Judgment on the Pleadings

Preliminary Matters

As an initial matter, the court declines to consider the motion as to defendant Downie Valuation Services Inc. This defendant did not file a responsive pleading and was defaulted on February 7, 2025.

Ruling on Request for Judicial Notice

Defendant's request is granted pursuant to Evidence Code section 452.

Ruling on Motion

The motion is granted without leave to amend.

A motion for judgment on the pleading, when brought by a plaintiff, may be granted where the complaint states facts sufficient to constitute a cause of action and the answer does not state facts sufficient to constitute a defense to the complaint. (Code of Civil Procedure section 438(c)(1)(A).) The motion has the same function as a demurrer but is brought where the time for a demurrer has expired. (Code of Civil Procedure section 438(g); *Southern California Edison Co. v. City of Victorville* (2013) 217 Cal.App.4th 218, 227.) "[J]udgment on the pleadings must be denied where there are material factual issues that require evidentiary resolution. (*Schabarum v. California Legislature* (1998) 60 Cal.App.4th 1205, 1216.)

Here, plaintiff has made a sufficient showing that the complaint alleges sufficient facts to support the single cause of action for breach of contract and the answer does not plead sufficient facts to constitute a defense. Thusly, the motion is properly granted.

A **DEFAULT PROVE-UP HEARING** is set for **FEBRUARY 9, 2027 at 1:00 P.M. in DEPARTMENT 1**.

The case management conference set for March 5, 2027 is vacated.

**14. S-CV-0053218 THURSTON, GABRIEL v. DR FAMILY ASSETS**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Amended Petition to Confirm Arbitration Award

The amended petition is granted as prayed. The court confirms the arbitration award entered on August 21, 2026 and incorporates by reference the findings and orders stated in the amended proposed judgment lodged on October 13, 2026.

The OSC re status of arbitration set for January 27, 2027 is vacated.

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**15. S-CV-0053445 PELOTT, TANYA v. GRANITE WELLNESS CENTERS**

Defendant Granite Wellness Centers' Motion for Summary Judgment, and/or in the Alternative, Motion for Summary Adjudication

The appearances of the parties are required for the hearing.

Defendant Granite Wellness Centers' Motion for Leave to File Cross-Complaint

The appearances of the parties are required for the hearing.

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**16. S-CV-0053825 ALLEN, PEREZ v. PLANET FITNESS**

Defendants Planet Fitness, Inc. and Roseville Fitness, LLC's Motion for Summary Judgment or, in the Alternative, Summary Adjudication

The appearances of the parties are required for the hearing.

The court notes that there are no reply papers filed with the court. The court requests the appearances of the parties to verify the documents filed in relation to the pending motion.

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**17. S-CV-0054586 JAHANSHAHI, SHAHROUZ v. BULGARI CORP OF AMERICA**

At the direction of the Presiding Judge, the motion to compel is continued to **JANUARY 14, 2027 at 8:30 A.M. in DEPARTMENT 3**, located at the Historic Auburn Courthouse, to be heard by the **HONORABLE MICHAEL W. JONES**.

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**18. S-CV-0055499 MILES, HEATHER v. YASSO, JAMES**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Plaintiff's motion to quash or modify twelve deposition subpoenas is dropped from the calendar as the parties are participating in the informal discovery conference (IDC). The matter may be reset for hearing after the conclusion of the IDC is necessary.

The court confirms the IDC date currently set for December 2, 2026.

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**19. S-CV-0056028 JANSEN, DANIEL v. J.B. HUNT TRANSPORT SERV**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Plaintiff's Motion to Compel Further Responses to Special Interrogatories, Set One, from Defendant John Denton and Monetary Sanctions

The motion is denied.

The request for sanctions is denied.

Plaintiff's Motion to Compel Further Responses to Demand for Production of Documents, Set One, from Defendant John Denton and Monetary Sanctions

The motion is denied.

The request for sanctions is denied.

Plaintiff's Motion to Compel Further Responses to Demand for Production of Documents, Set One, from Defendant J.B. Hunt Transports, Inc. and Monetary Sanctions

The motion is denied.

The request for sanctions is denied.

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**20. S-CV-0056214 CARSON, CHRISTOPHER v. BUDAC, ABIGAILA**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Defendant Vitas Healthcare Corporation of California's Demurrer to the First Amended Complaint (FAC)

As an initial matter, the demurrer is moot as to the third cause of action for premises liability as plaintiff dismissed this cause of action as to the moving defendant on October 26, 2026.

The remainder of the demurrer is overruled.

A demurrer is reviewed under well-established principles, it tests the legal sufficiency of the pleading, not the truth of the plaintiff's allegations or accuracy of the described conduct. (*Picton v. Anderson Union High School* (1996) 50 Cal.App.4th 726, 733.) All properly pleaded facts are assumed to be true as well as those that are judicially noticeable. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.) The court has carefully read the complaint, giving the pleading a reasonable interpretation while reading the documents as a whole and considering each part in their context. (*Speegle v. Board of Fire Underwriters* (1946) 29 Cal.2d 34, 42, superseded by statute on other grounds in *Manufacturers Life Ins. Co. v. Superior Court* (1995) 10 Cal.4th 257, 269.) The allegations within the second, fourth, and fifth causes of action are sufficiently pleaded.

Defendant's answer or general denial shall be filed and served by November 20, 2026.

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**21. S-CV-0056416 HAGAR, JOHN v. SCHMIDT, JACOB**

This tentative ruling is issued by the **Honorable Michael A. Jacques**. If oral argument is requested, it shall be heard on **November 13, 2026, at 8:30 a.m. in Department 33.**

Petitioner's Motion for Award of Attorney's Fees

Petitioner timely moves for an award of attorney's fees in the amount of $7,500 and costs in the amount of $1,000.

Code of Civil Procedure section 527.6, subdivision (s) allows the prevailing party on a request for civil harassment restraining order action to be awarded court costs and attorney's fees. (Code Civ. Proc., § 527.6, subd. (s).) Here, petitioner was the prevailing party as the court granted his request for civil harassment restraining order after a hearing on the merits.

The court must next address whether the request for $7,500.00 is reasonable. Determining the reasonable amount of attorneys' fees begins with the lodestar method, that is, the number of hours reasonably expended multiplied by the reasonable hourly rate. (*PLCM Group v. Drexler* (2000) 22 Cal.4th 1084, 1095; *Serrano v. Priest* (*Serrano III*) (1977) 20 Cal.3d 25, 48–49.) The lodestar figure may then be adjusted, based upon factors specific to the case, to fix the fees at a fair market value for the legal services provided. (*PLCM Group v. Drexler*, 22 Cal.4th at p. 1095.) The court has carefully reviewed the declaration of counsel Daniel Olsen. The court finds the reduced hourly rate of $300 is reasonable for Daniel Olsen, $150 is reasonable for paralegal work, and $100 is reasonable for legal assistant work for similar legal services within Placer County.

Turning next to the question of whether the number of hours expended were reasonable, the court has carefully reviewed the invoices attached as to the declaration of Daniel Olsen. The court observes instances where the work appears to be duplicative or unnecessary to the prosecution of the causes of action. The court determines that 9.75 hours are reasonable for Daniel Olsen, 0 hours are reasonable for paralegal work, and 6.85 hours are reasonable for legal assistant work.

Finally, the $1,000 costs is supported by sufficient evidence.

In sum, respondent's motion is granted and the court awards respondent attorney's fees and costs in the amount of $4,610.00.

**22. S-CV-0056889 WELLS FARGO BANK v. B W AUTO DISMANTLERS**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Plaintiff's Motion Deeming Requests for Admissions Admitted as to Defendant Annemarie Buchanan

The motion is granted.

The matters encompassed in plaintiff's requests for admissions, set one, are deemed admitted as to defendant Annemarie Buchanan.

Sanctions in the amount of $860.00 are imposed upon defendant Annemarie Buchanan. (Code of Civil Procedure section 2033.280(c).)

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**23. S-CV-0057018 KING, TED v. TARVER, RUSSELL**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Plaintiff's Motion for Reconsideration

Ruling on Request for Judicial Notice

Plaintiff's request is granted pursuant to Evidence Code section 452.

Ruling on Motion

The motion is denied.

Plaintiff has not made a sufficient showing of new and/or different facts, circumstances, or law that could not have reasonably been presented at the time of the anti-SLAPP motion. (Code of Civil Procedure section 1008.) Since plaintiff is unable to meet this burden, the motion is denied in its entirety.

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**24. S-CV-0057608 AMOS, LUTHER v. BANK OF AMERICA**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Defendants Bank of America and Josh Raiger's Demurrer to the Complaint

The demurrer is sustained without leave to amend.

A demurrer is reviewed under well-established principles, it tests the legal sufficiency of the pleading, not the truth of the plaintiff's allegations or accuracy of the described conduct. (*Picton v. Anderson Union High School* (1996) 50 Cal.App.4th 726, 733.) All properly pleaded facts are assumed to be true as well as those that are judicially noticeable. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.) The court has carefully read the complaint, giving the pleading a reasonable interpretation while reading the documents as a whole and considering each part in their context. (*Speegle v. Board of Fire Underwriters* (1946) 29 Cal.2d 34, 42, superseded by statute on other grounds in *Manufacturers Life Ins. Co. v. Superior Court* (1995) 10 Cal.4th 257, 269.) A review of the complaint shows each of the pleaded causes of action are deficiently pleaded. (see Defendants' demurrer pp. 10:22-16:13; Code of Civil Procedure section 472d.) Moreover, the claims listed in paragraphs 8 and 9 are identified as titles with insufficient factual allegations to support any of the purportedly identified claims. (Ibid.)

Leave to amend is not afforded in this instance as plaintiff has not made a sufficient showing to identify how any of the defects may be remedied.

In sum, the demurrer is sustained without leave to amend. Defendant's request for dismissal is granted.

At the request of defendants, plaintiff's complaint, filed on April 20, 2026, is dismissed pursuant to Code of Civil Procedure section 581(f)(1).

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**25. S-CV-0057744 GENTRY-HADLEY, JOANNE v. PREMIUM AUTO SALES**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Defendant Premium Auto Sales' Motion to Set Aside Default

Ruling on Request for Judicial Notice

Defendant's request is granted pursuant to Evidence Code section 452.

Ruling on Motion

The motion is granted. The defendant has presented sufficient evidence to establish mistake, inadvertence, surprise, and/or excusable neglect. (Code of Civil Procedure section 473(b).)

The default entered on July 22, 2026 is set aside.

The default prove-up hearing set for April 6, 2027 at 1:00 p.m. in Department 1 is vacated.

Defendant may reserve a hearing, file, and serve the demurrer forthwith.

A case management conference is set for June 4, 2027 at 9:00 a.m. in Department 1.

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**26. S-CV-0057929 SMITH, LAURA v. COUNTY OF PLACER**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Daniel Geoulla, Esq. and B&D Law Group APLC's Motion to be Relieved as Counsel for Plaintiffs Laura Smith; Anaya Smith; and Carole-Lee Smith

The motion is granted.

Daniel Geoulla, Esq. and B&D Law Group APLC shall be relieved as counsel of record for plaintiffs Laura Smith; Anaya Smith; and Carole-Lee Smith upon the filing of the proof of service of the signed order after hearing showing service on plaintiffs.

The case management conference is continued to May 7, 2027 at 9:00 a.m. in Department 1. This continued hearing date shall be included in the order after hearing.

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**27. S-CV-0058166 MOORE, VANESSA v. HYUNDAI MOTOR AMERICA**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Defendant Hyundai Motor America's Motion to Compel Binding Arbitration

Ruling on Request for Judicial Notice

Defendant's request for judicial notice is granted pursuant to Evidence Code section 452.

Ruling on Motion

The motion is denied without prejudice.

In the current request, defendant seeks to compel plaintiff to participate in binding arbitration pursuant to both the FAA and the CAA. A petition seeking to compel arbitration under the FAA may be brought in state court. (*Southland Corp. v. Keating* (1984) 465 U.S. 1, 16; *Main v. Merrill Lynch, Pierce, Fenner & Smith, Inc.* (1977) 67 Cal.App.3d 19, 24, disapproved of on other grounds in *Rosenthal v. Great Western Financial Securities Corp.* (1996) 14 Cal.4th 394.) The FAA governs a contractual arbitration where there is a written contract involving interstate or foreign commerce or maritime transactions. (9 U.S.C. §§1, 2.) Where the parties incorporate the FAA into the agreement, the FAA governs a party's request to compel arbitration. (*Victrola 89, LLC v. Jaman Properties 8 LLC* (2020) 46 Cal.App.5th 337, 346.) It is defendant who bears the burden of establishing the existence of a valid arbitration agreement applying the FAA. (*Hoover v. American Income Life Insurance Co.* (2012) 206 Cal.App.4th 1193, 1207; *Stirlen v. Supercuts, Inc.* (1997) 51 Cal.App.4th 1519, 1543.)

Pursuant to California law, a trial court shall order arbitration if it determines that an agreement to arbitrate the controversy exists, unless it is shown that either (1) the petitioner waived the right to compel arbitration, (2) grounds for revocation of the agreement exist, or (3) a party to the arbitration agreement is also a party to a pending court action or special proceeding with a third party arising out of the same transaction. (Code of Civil Procedure section 1281.2.) A threshold question for any request to compel arbitration is whether there exists an agreement to arbitrate. (*Cruise v. Kroger Co.* (2015) 233 Cal.App.4th 390, 396.) It is the defendant that carries this initial burden of proving, by a preponderance of the evidence, the existence of a valid arbitration

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agreement. (*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 972.) Once the defendant meets this initial burden, the burden shifts to the opposing party to establish a basis not to enforce arbitration. (*Ibid.*) Under both federal law and California law, the party seeking to compel arbitration has the initial burden of establishing the existence of a valid arbitration agreement between the parties.

Defendant has not met its burden here. It contends that plaintiff agreed to participate in binding arbitration when the vehicle was purchased due to the binding arbitration provision identified on pages 12 through 14 of the Owner's Handbook & Warranty Information booklet. The supporting declaration for submission of this booklet, however, is through counsel who has no personal knowledge regarding the circumstances surrounding plaintiff's receipt of any such warranty booklet. (see *Maltby v. Shook* (1955) 131 Cal.App.2d 349, 351-352; *DiCola v. White Bros. Performance Products, Inc.* (2008) 158 Cal.App.4th 666, 681.) There is insufficient evidence presented to the court to establish the existence of a valid arbitration agreement between the parties. For these reasons, the motion is denied.

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**28. S-CV-0058518 NEVADA IRRIGATION DIST v. HINOJOSA, LYNARD**

**NOTE: If oral argument is requested or an appearance is required in this case, it shall be heard on NOVEMBER 6, 2026 AT 1:00 P.M. in DEPARTMENT 1.**

Plaintiff's Application for Preliminary Injunction

The motion is granted.

The court may grant a preliminary injunction when it appears from the complaint that plaintiff is entitled to the demanded relief and they would suffer irreparable injury if the enjoined action were allowed to proceed. (Code of Civil Procedure section 526(a).) "The general purpose of such an injunction is the preservation of the status quo until a final determination on the merits of the action. [Citations.]" (*Continental Baking Co. v. Katz* (1968) Cal.2d 512, 528; *Law School Admissions Council, Inc. v. State of California* (2014) 222 Cal.App.4th 1265, 1280.) "In deciding whether to issue a preliminary injunction, a trial court must evaluate two interrelated factors: (i) the likelihood that the party seeking the injunction will ultimately prevail on the merits of … [the] claim, and (ii) the balance of harm presented, i.e. the comparative consequences of the issuance and nonissuance of the injunction. [Citations.]" (*Common Cause v. Board of Supervisors* (1989) 49 Cal.3d 432, 441-442; *Law School Admissions Council, Inc. v. State of California* (2014) 222 Cal.App.4th 1265, 1280.) It is the plaintiff who bears the burden of establishing these interrelated factors. (*O'Connell v. Superior Court* (2006) 141 Cal.App.4th 1452, 1481.) In meeting this burden, the plaintiff must show a greater injury to themselves than what may result to defendants if the injunction is granted along with a reasonable probability that plaintiff will prevail as to the asserted claims. (*Continental Baking Co., supra,* at p. 528.)

Plaintiff's complaint alleges causes of action for trespass; public nuisance; private nuisance; and breach of contract. It presents evidence that defendant entered plaintiff's property without authorization in the Summer of 2024 to construct a roadway, which included transporting and usage of a bulldozer that destabilized the slope; earthwork; and vegetation on plaintiff's property. (Jones declaration ¶¶8, 9, 13, 14.) Defendant's unauthorized entry included the bulldozer becoming immovable on plaintiff's property. (Ibid.) Upon discovery, plaintiff issued a cease-and-desist letter to defendant. (Id. at ¶10, Exhibit 1.) The parties ultimately entered into a right of entry agreement authorizing plaintiff to enter defendant's property to carry out mitigation and remediation due to defendant's unlawful entry into plaintiff's property. (Id. at

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¶¶11, 13, Exhibit 2.) Plaintiff completed the remediation in December of 2024, which included removal of the roadway. (Id. at ¶¶12, 13.)

In July of 2026, plaintiff once again discovered defendant had encroached upon its property unauthorized, once again constructing a roadway. (Id. at ¶¶15-15, 19, 21, Exhibit 5.) The encroachment again included significant earthwork and vegetation disturbance along with partial filling of a drainage area and abandoned, fire damaged heavy excavation equipment. (Id. at ¶¶15-17, 22, Exhibit 7.) The unauthorized encroachment was described as "a code compliance violation of epic proportion". (Id. at ¶18.) This evidence is sufficient to meet plaintiff's burden of establishing a probable validity of prevailing on their four claims.

Plaintiff has also established that the balance of injuries tips in its favor. Plaintiff is a public entity that provides irrigation and potable water to 25,000 homes, farms, and businesses. (Id. at ¶2.) The unauthorized encroachment on plaintiff's property, along with the unauthorized modifications to the property, has created potential wildfire dangers; erosion and landslide dangers; drainage impairment; and damages to the health and functionality of the watershed on the property. (Id. at ¶¶23-33, Exhibits 5-9.) Considering the totality of the evidence and on balance, the balance of harms tip overwhelmingly in favor of plaintiff. For these reasons, the motion is granted.

In sum, the motion is granted.

A preliminary injunction is issued for the pendency of the litigation restraining defendant as follows:

- Defendant Lynard Hinojosa; defendant's agents; servants; partners; employees; and any and all persons acting on behalf of defendant or in concert with defendant are enjoined from entering the property designating by Placer County Parcel No. 063-150-024;
- Defendant Lynard Hinojosa; defendant's agents; servants; partners; employees; and any and all persons acting on behalf of defendant or in concert with defendant are enjoined from conducting grading; excavating; earthwork; construction; clearing; and/or any other work or alterations to the property designating by Placer County Parcel No. 063-150-024;
- Defendant Lynard Hinojosa; defendant's agents; servants; partners; employees; and any and all persons acting on behalf of defendant or in concert with defendant are enjoined from utilizing any areas constructed on the

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property designating by Placer County Parcel No. 063-150-024, including but not limited to the pad constructed on said real property; and

- Defendant Lynard Hinojosa; defendant's agents; servants; partners; employees; and any and all persons acting on behalf of defendant or in concert with defendant are enjoined from utilizing any and all modifications; encroachments; and/or improvements installed on the property designating by Placer County Parcel No. 063-150-024.

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**29. T-CV-0002819 ANDERSON, BRENT v. PLUMAS BANK**

Defendants Plumas Bank and Plumas Bancorp's Motion to Compel Arbitration

The motion is continued to Friday, August 27, 2027 at 8:30 a.m. in Department 1 to allow the parties to participate in mediation pursuant to Section 1.E. of the Mutual Arbitration Agreement. (Bell declaration, Exhibit A.) The parties may file any supplemental briefing on August 13, 2027.

The parties may request to advance the motion hearing as necessary depending upon completion of mediation.

The early evaluation conference/case management conference is also continued to Friday, August 27, 2027 at 8:30 a.m. in Department 1.

The case management conference set for December 4, 2026 is vacated.

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