PLACER COUNTY SUPERIOR COURT
THURSDAY, CIVIL LAW AND MOTION
DEPARTMENT 3
THE HONORABLE MICHAEL W. JONES
TENTATIVE RULINGS FOR NOVEMBER 12, 2026, AT 8:30 A.M.

These are the tentative rulings for the **THURSDAY, NOVEMBER 12, 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., TUESDAY, NOVEMBER 10, 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: REMOTE APPEARANCES ARE STRONGLY ENCOURAGED FOR CIVIL LAW AND MOTION MATTERS. (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 **THE HONORABLE MICHAEL W. JONES**. If oral argument is requested, it shall be heard at **8:30 a.m.** in **DEPARTMENT 3** located at the Historic Auburn Courthouse, 101 Maple Street, Auburn, California.

1. M-CV-0090280 JPMORGAN CHASE BANK v. NIJJAR, PARAMINDER

Plaintiff's Motion to (1) Vacate Dismissal Entered Pursuant to Code of Civil Procedure § 664.6 and (2) Enter Judgment Pursuant to Stipulation

Plaintiff's unopposed motion is granted. (Code Civ. Proc., § 664.6.) The dismissal is set aside and judgment shall be entered in favor of plaintiff and against defendant in the amount of $5,956.76.

2. M-CV-0093080 JPMORGAN CHASE BANK v. CRUZ, MARIAZIZA

Plaintiff's Motion to Enter Judgment Pursuant to Stipulation

Plaintiff's unopposed motion is granted. (Code Civ. Proc., § 664.6.) Judgment shall be entered in favor of plaintiff and against defendant in the amount of $10,629.99.

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3. M-CV-0095040 LVNV FUNDING v. PARKS, ROSALIE

Plaintiff's Motion for Order that Matters in Request for Admissions be Deemed Admitted Pursuant to CCP 2033.280

Plaintiff moves to have its first set of requests for admissions deemed admitted. However, the time to have discovery motions heard concluded on May 4, 2026, as trial was originally set for May 19, 2026. (Code Civ. Proc., § 2024.020, subd. (a).) The trial continuances do not reopen discovery proceedings. (*Id.* at subd. (b).) Nor has plaintiff moved to reopen the discovery proceedings.

Accordingly, plaintiff's motion is denied.

4. S-CV-0051046 NELSON, MICHAEL v. RONK, SUZY

Plaintiffs' Motion to Expunge Notice of Pendency of Action (Lis Pendens)

Preliminary Matters

Plaintiffs' objections are overruled in their entirety.

Plaintiffs' request for judicial notice is granted.

The court, on its own motion, takes judicial notice of its rulings on submitted matters dated October 29, 2026, and November 3, 2026.

Ruling on Motion

Plaintiffs move to expunge the notice of pendency of action recorded by cross-complainant Suzy Ronk on November 13, 2023. Plaintiffs specifically argue cross-complainant's first amended cross complaint does not state any real property claims and even assuming it did state real property claims, cross-complainant cannot thereafter establish the probable validity of those claims.

A party may "[a]t any time after notice of pendency of action has been recorded . . . apply to the court in which the action is pending to expunge the notice." (Code Civ. Proc., § 405.30.) "[T]he court shall order the notice expunged if the court finds that the pleading on which the notice is based does not contain a real property claim." (*Id.* at § 405.31.) "'Real property claim' means the cause or causes of action in a pleading which would, if meritorious, affect (a) title to, or the right to possession of,

specific real property or (b) the use of an easement identified in the pleading, other than an easement obtained pursuant to statute by any regulated public utility." (*Id.* at § 405.4.) "'Probable validity,' with respect to a real property claim, means that it is more likely than not that the claimant will obtain a judgment against the defendant on the claim." (*Id.* at § 405.3.) Cross-complainant, as the claimant, has the burden of proof to establish the probable validity of her real property claims. (*Id.* at § 405.30.) The statute "requires a minitrial on the merits for making a probable validity finding." (*De Martini v. Superior Court* (2024) 98 Cal.App.5th 1269, 1280.)

Here, Suzy Ronk's first amended cross complaint alleges real property claims of nuisance and quiet title. (*Park 100 Investment Group II, LLC v. Ryan* (2009) 180 Cal.App.4th 795, 809–10.)

Additionally, Suzy Ronk meets her burden to establish the probable validity of the nuisance and quiet title causes of action.

A quiet title cause of action requires cross-complainant to establish (1) "title of the plaintiff as to which a determination under this chapter is sought and the basis of the title" and (2) "[t]he adverse claims to the title of the plaintiff against which a determination is sought." (Code Civ. Proc., § 761.020, subds. (b)–(c).)

A private nuisance cause of action has three elements. "First, the plaintiff must prove an interference with his use and enjoyment of his property. [Citation.] Second, the invasion of the plaintiff's interest in the use and enjoyment of the land [must be] *substantial*, i.e., that it cause[s] the plaintiff to suffer substantial actual damage. [Citation.] Third, [t]he interference with the protected interest must not only be substantial, but it must also be unreasonable' [citation], i.e., it must be of such a nature, duration or amount as to constitute unreasonable interference with the use and enjoyment of the land." (*Mendez v. Rancho Valencia Resort Partners, LLC* (2016) 3 Cal.App.5th 248, 262–263.)

Here, both causes of action rely on the allegations that plaintiffs do not have any interest in Kent Rhodes and Susan Rhodes's property, including the area where cross-complaint has an easement, yet plaintiffs nonetheless improperly claim an interest in Kent Rhodes and Susan Rhodes's property and interfered with cross-complainant's easement on Kent Rhodes and Susan Rhode's property. The court previously ruled that plaintiffs do not have any interest, including any easements, on Kent Rhodes and Susan Rhodes's property.

Here, cross-complainant does not meet her burden to establish the probable validity of her nuisance cause of action. Notably, cross-complaint's opposition and evidence thereto from the declaration of her counsel only asserts plaintiffs potential future unauthorized use of cross-complainant's easement would substantially impact her rights. However, "a private nuisance action cannot be maintained for an interference in the use and enjoyment of land caused solely by the fear of a future injury." (*Koll-Irvine Center Property Owners Assn. v. County of Orange* (1994) 24 Cal.App.4th 1036, 1041–1042.)

On the other hand, cross-complainant meets her burden to establish the probable validity of her quiet title cause of action.

Accordingly, the cross-complaint sufficiently alleges a real property claim and cross-complaint establishes the probable validity of her quiet title cause of action. Therefore, plaintiffs' motion is denied.

Both parties' requests for attorneys' fees are denied.

5. S-CV-0051371 ENGINEER, CASH v. ASHBY, KAITLYN

Petition for Approval of Minor's Compromise Claim (Cash Engineer)

The petition for approval of minor's compromise claim is denied without prejudice. In Attachment 13b, the petition states "Attached is the full cost report. The total costs were split amongst the Plaintiffs. Please note, that there are two separate cost reports due to our accounting department's procedures and therefore the sum of the total costs are $10,160.25." There are six plaintiffs in this action. The petition thereafter seeks to have $2,540.06 in costs reimbursed. However, this is not a one-sixth split of costs. The court therefore finds the compromise is not in the minor's best interest.

If oral argument is requested, the appearance of the minors are excused.

Petition for Approval of Minor's Compromise Claim (Elijah Chun)

The petition for approval of minor's compromise claim is denied without prejudice. In Attachment 13b, the petition states "Attached is the full cost report. The total costs were split amongst the Plaintiffs. Please note, that there are two separate cost reports due to our accounting department's procedures and therefore the sum of the total costs are $10,160.25." There are six plaintiffs in this action. The petition thereafter

seeks to have $2,540.06 in costs reimbursed. However, this is not a one-sixth split of costs. The court therefore finds the compromise is not in the minor's best interest.

If oral argument is requested, the appearance of the minors are excused.

Petition for Approval of Minor's Compromise Claim (Leona Chun)

The petition for approval of minor's compromise claim is denied without prejudice. In Attachment 13b, the petition states "Attached is the full cost report. The total costs were split amongst the Plaintiffs. Please note, that there are two separate cost reports due to our accounting department's procedures and therefore the sum of the total costs are $10,160.25." There are six plaintiffs in this action. The petition thereafter seeks to have $2,540.06 in costs reimbursed. However, this is not a one-sixth split of costs. The court therefore finds the compromise is not in the minor's best interest.

If oral argument is requested, the appearance of the minors are excused.

Petition for Approval of Minor's Compromise Claim (Riley Chun)

The petition for approval of minor's compromise claim is denied without prejudice. In Attachment 13b, the petition states "Attached is the full cost report. The total costs were split amongst the Plaintiffs. Please note, that there are two separate cost reports due to our accounting department's procedures and therefore the sum of the total costs are $10,160.25." There are six plaintiffs in this action. The petition thereafter seeks to have $2,540.06 in costs reimbursed. However, this is not a one-sixth split of costs. The court therefore finds the compromise is not in the minor's best interest.

If oral argument is requested, the appearance of the minors are excused.

6. S-CV-0054131 IN RE THE PETITION OF ORTIZ, RAYMOND

Petition for Approval of Minor's Compromise Claim (Daniella Torres)

The petition for approval of minor's compromise claim is granted. After careful consideration of the petition and attachments, the court finds the settlement is in the best interest of the minor. (Prob. Code, § 3500; Code Civ. Proc., § 372; *Pearson v. Superior Court* (2012) 202 Cal.App.4th 1333, 1337-38.)

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7. S-CV-0054980 KAUR, KAMAL v. MERCEDES-BENZ USA

Plaintiff's Motion to Compel Further Responses to Plaintiff's Requests for Production of Documents, Set One

Plaintiff moves to compel further responses to its requests for production of documents, set one. Plaintiff's motion to compel must be filed 45 calendar days plus 2 court days when, as here, defendant served its responses by e-mail. (Code Civ. Proc., §§ 1010.6, subd. (a)(3)(B), 2031.310, subd. (c).)

Here, defendant served its verified responses by email on March 25, 2026. Thus, the deadline for plaintiff to file and serve his motion was May 12, 2026. (Code Civ. Proc., §§ 1010.6, subd. (a)(3)(B), 2031.310, subd. (c); *Golf & Tennis Pro Shop, Inc. v. Superior Court* (2022) 84 Cal.App.5th 127, 136.) However, plaintiff filed his motion on May 13, 2026, which is untimely. Accordingly, plaintiff's motion is denied.

The court also observes inconsistencies with plaintiff's meet and confer efforts. Exhibit G attaches a meet and confer letter dated April 17, 2026, yet the headers on the subsequent pages note the date May 13, 2026. Notably, the motion was filed on May 13, 2026, the same day the meet and confer letter was sent. Moreover, the same letter's headers have a page count out of 24 but the letter seemingly concludes on page 15. The court finds this meet and confer was not made in good faith because it reflects an intent to flaunt the statutory responsibilities. Accordingly, the court also denies the motion for plaintiff's deficient meet and confer efforts.

8. S-CV-0056771 HAMMICK, JAMES v. VERNON, JEFFREY

The motion for reconsideration, motion to compel further special interrogatories, motion to compel further requests for production of documents, and motion to deem requests for admissions admitted are continued to **Tuesday, December 15, 2026, at 8:30 a.m. in Department 32.**

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9. S-CV-0056911 LOPEZ HERNANDEZ, DAVID v. CITY OF LINCOLN

Defendant City of Lincoln's Motion to Compel Responses to Discovery and for Monetary Sanctions

Defendant's unopposed motion to compel responses to form interrogatories, set one, special interrogatories, set one, and request for production of documents, set one is granted. (Code Civ. Proc., §§ 2031.300, 2030.290.) Plaintiff shall provide defendant City of Lincoln verified responses and responsive documents, without objections, to form interrogatories, set one, special interrogatories, set one, and request for production of documents, set one within 20 days of service of the signed order after hearing.

Defendant's request for sanctions against plaintiff in the amount of $1,000 is granted. The sanctions shall be paid within 20 days of service of the signed order after hearing.

10. S-CV-0058130 AHMAD, SUHAIL v. WCC BROKER

The demurrer is continued to **Thursday, January 14, 2027, at 8:30 a.m. in Department 3.**

11. S-CV-0058240 GREY, ASHLY v. BRILLIANT EARTH

Defendant's Motion to Compel Arbitration and Dismiss or Stay Action

Defendant moves to compel plaintiff to arbitration.

A request 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 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.) 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.)

A threshold question for any motion to compel arbitration is whether an agreement to arbitrate exists between the parties. (*Cruise v. Kroger Co.* (2015) 233 Cal.App.4th 390, 396.) Defendant 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 opposing a motion to compel arbitration then "bears the burden of proving by a preponderance of the evidence any fact necessary to its defense" including evidence challenging the acceptance of the agreement. (*Ruiz v. Moss Bros. Auto Group, Inc.* (2014) 232 Cal.App.4th 836, 842; *Gamboa v. Northeast Community Clinic* (2021) 72 Cal.App.5th 158, 165.) If the opposing party meets its burden of production, then the moving party must establish with admissible evidence a valid arbitration agreement. (*Gamboa v. Northeast Community Clinic* (2021) 72 Cal.App.5th 158, 165–66.) "'[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.)

Defendant meets its initial burden that an agreement to arbitrate exists between plaintiff and defendant that involves interstate commerce. As such, the burden shifts to plaintiff.

Plaintiff contends the arbitration agreement is invalid and unenforceable because the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 ("EFAA") exemption to the FAA applies.

The EFAA provides "Notwithstanding any other provision of this title, at the election of the person alleging conduct constituting a sexual harassment dispute or sexual assault dispute . . . no predispute arbitration agreement . . . shall be valid or enforceable with respect to a case which is filed under Federal, Tribal, or State law and relates to the sexual assault dispute or the sexual harassment dispute." (9 U.S.C. § 402, subd. (a).) It further explains "The term 'sexual harassment dispute' means a dispute relating to conduct that is alleged to constitute sexual harassment under applicable Federal, Tribal, or State law." (*Id.* at § 401, subd. (4).) "The applicability of this chapter to an agreement to arbitrate and the validity and enforceability of an agreement to which this chapter applies shall be determined by a court, rather than an arbitrator . . . ." (9 U.S.C. § 402, subd. (b).)

Plaintiff contends the state law violation applicable here is the California Fair Employment and Housing Act ("FEHA"). Specifically, FEHA prohibits "an employer . . . because of . . . sex . . . to harass an employee. . . ." (Gov. Code, §

12940, subd. (j)(1).) The statute clarifies that "harassment because of sex includes . . . harassment based on pregnancy." (*Id.* at subd. (j)(4)(C).)

"To prevail on a claim of hostile work environment sexual harassment, an employee must demonstrate that he or she was subjected to sexual advances, conduct, or comments that were (1) unwelcome, (2) because of sex, and (3) sufficiently severe or pervasive to alter the conditions of his or her employment and create an abusive work environment." (*Holmes v. Petrovich Development Co., LLC* (2011) 191 Cal.App.4th 1047, 1059.) Courts must look at the totality of the circumstances, including "the frequency of the discriminatory conduct; its severity; whether it is physically threatening or humiliating, or a mere offensive utterance; and whether it unreasonably interferes with an employee's work performance." (*Ibid.*) The offending conduct must be both objectively and subjectively offensive. (*Ibid.*)

Courts liberally construe the facts alleged in the complaint in plaintiff's favor, accept them as true, and draw reasonable inferences in plaintiff's favor when analyzing whether a sexual harassment dispute is alleged to determine if the EFAA exception applies. (*Decloedt v. Radnet Management, Inc.* (2026) 121 Cal.App.5th 732, 745.)

Here, plaintiff adequately alleges a sexual harassment dispute stemming from defendant's harassment of her based on her pregnancy. Accordingly, the EFAA exception applies and plaintiff meets her burden to raise a defense to the validity and enforceability of the arbitration agreement. Defendant does not thereafter meet its burden to establish a valid arbitration agreement. Accordingly, defendant's motion is denied. Defendant shall file a responsive pleading on or before **November 23, 2026.**

12. S-CV-0058351 IN RE THE PETITION OF TATE MOORHOUSE

Petition for Approval of Minor's Compromise Claim (Tate Moorhouse)

The petition for approval of minor's compromise claim is denied without prejudice. First, the petition does not attach claimant's medical records. Second, the medical expense reimbursement amount does not comport with the other amounts alleged in the medical expenses section. Third, the attorney-client agreement is not attached. (¶17(a)(2).) Fourth, counsel has not provided a declaration attesting to the reasonableness of their fees. (Cal. Rules of Court, rule 7.955.) Fifth, the petition requests the funds to be placed in an annuity but does not thereafter attach the annuity terms. In sum, the court is unable to find the compromise is in the minor's best interest.