

**April 24, 2026, Civil Law & Motion Tentative Rulings**

**1. CU0001483            Susan Gabrielle vs. Phillip G. Conlon, Jr**

Plaintiff Susan Gabrielle’s motion to enforce settlement is granted. The Court sets a review hearing on May 22, 2026, at 10:00 a.m. in Department 6. The parties are ordered to file and serve a joint status report at least 10 court days prior to the hearing, updating the Court as to the status of the sale.

Plaintiff seeks enforcement of the parties’ settlement agreement. There is good cause for the same.

Code of Civil Procedure section 664.6(a) provides “[i]f parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement.”

At bar, Plaintiff submits a signed settlement agreement executed between the parties. Macias Decl., Exh. A. The agreement required Defendant to refinance the Subject Property within 75 days of June 30, 2025 such that Plaintiff’s name is no longer on any mortgage documents for the Subject Property. Macias Decl., Exh. A, pg. 1, ¶ 1. The agreement also required the parties’ counsel to update each other on the status and progress of the refinance. *Id.* The parties signed the agreement. To date the terms of the agreement have not been satisfied. Defendant does not oppose the motion, but asks the Court for additional time to comply with the settlement agreement.

Therefore, based on the record, the Court grants Plaintiff’s motion to enforce settlement under Code of Civil Procedure section 664.6. Within 75 days of this order, Defendant shall refinance or sell the Subject Property so that Plaintiff’s name is no longer on the mortgage and pay Plaintiff the monies owed. The Court sets a review hearing as noted. The court retains jurisdiction to enforce this order.

**2. CU0002418            Andrew Ehlers v. Brandon Murray, et al.**

Plaintiff Andrew J. Ehlers’ motion for leave to file a first amended complaint is denied without prejudice.

The Court may, in its discretion and after notice to the adverse party, allow an amendment to any pleading. Code Civ. Proc. § 473(a)(1). California Rules of Court, rule 3.1324(a) provides: “A motion to amend a pleading before trial must: [¶] (1) Include a copy of the proposed amendment or amended pleading, which must be serially numbered to differentiate it from previous pleadings or amendments; [¶] (2) State what allegations in the previous pleading are proposed to be deleted, if any, and where, by page, paragraph, and line number, the deleted allegations are located; and [¶] (3) State what allegations are proposed to be added to the previous pleading, if any, and where, by page, paragraph, and line number, the additional allegations are located.” In addition, per California Rules of Court, rule 3.1324(b), a motion to file an amended pleading must be accompanied by a “separate declaration” specifying: “(1) The effect of the amendment;

[¶] (2) Why the amendment is necessary and proper; [¶] (3) When the facts giving rise to the amended allegations were discovered; and [¶] (4) The reasons why the request for amendment was not made earlier.” These rules apply to parties represented by legal counsel and self-represented parties. *See Nwosu v. Uba* (2004) 122 Cal.App.4th 1229, 1247.

Defendants argue Plaintiff fails to identify which allegations are being added or deleted. Defendant also argues Plaintiff’s declaration fails to state the effect of the amendment, why the amendment is necessary and proper, and when the facts giving rise to the amended allegations were discovered. The Court agrees.

At bar, Plaintiff failed to comply with requirements (2) and (3) under rule 3.1324(a) and all four requirements under rule 3.1324(b).

Plaintiff attempts to correct these deficiencies for the first time in his reply. This evidence and argument is untimely and there is not good cause shown why this is an exceptional case meriting its consideration. *See, e.g., Plenger v. Alza Corp.* (1992) 11 Cal.App.4th 349, 362, n. 8 (“the inclusion of additional evidentiary matter with the reply should only be allowed in the exceptional case”); *Save the Sunset Strip Coalition v. City of West Hollywood* (2001) 87 Cal.App.4th 1172, 1182, n. 3 (“absent justification for failing to present an argument earlier, we will not consider an issue raised for the first time in a reply brief).

The motion is denied without prejudice.

### **3. CU0002477            Blanche Sherr vs. Cascade Living Group**

The Court continues Plaintiff Blanche Elaine Sherr’s motion for trial preference to May 22, 2026, at 10:00 a.m. in Department 6, to be heard at the same time as Defendant’s motion to compel arbitration and stay proceedings.

### **4. CU0002670            Jose A. Valdovinos vs. DD Investments, LLC, et al.**

Plaintiff Jose A. Valdovinos’ motion for preliminary injunction is granted.

#### Legal Standard

“A preliminary injunction may be granted at any time before judgment upon a verified complaint, or upon affidavits if the complaint in the one case, or the affidavits in the other, show satisfactorily that sufficient grounds exist therefor.” Code Civ. Proc. § 527(a). “The purpose of a preliminary injunction is to preserve the status quo pending final resolution upon a trial.” *Grothe v. Cortlandt Corp.* (1992) 11 Cal.App.4th 1313, 1316. Preliminary injunctive relief requires the use of competent evidence to create a sufficient factual showing on the grounds for relief. *See, e.g., ReadyLink Healthcare v. Cotton* (2005) 126 Cal.App.4th 1006, 1016; *Ancora-Citronelle Corp. v. Green* (1974) 41 Cal.App.3d 146, 150. Injunctive relief may be granted based on a verified complaint, sworn declarations, affidavits, or any combination of the foregoing provided facts sufficient for relief are contained there. Code Civ. Proc. §§ 527(a), (h); 2009; 2015.5.

The trial court considers two factors in determining whether to issue a preliminary injunction: (1) the likelihood the plaintiff will prevail on the merits of its case at trial, and (2) the interim harm the plaintiff is likely to sustain if the injunction is denied as compared to the harm the defendant is likely to suffer if the court grants a preliminary injunction. Code Civ. Proc. § 526(a). The balancing of harm between the parties “involves consideration of such things as the inadequacy of other remedies, the degree of irreparable harm, and the necessity of preserving the status quo.” *Husain v. McDonald’s Corp.* (2012) 205 Cal.App.4th 860, 866-867.

“The decision to grant a preliminary injunction rests in the sound discretion of the trial court .... [B]efore the trial court can exercise its discretion the applicant must make a prima facie showing of entitlement to injunctive relief. The applicant must demonstrate a real threat of immediate and irreparable injury.” *Triple A Machine Shop, Inc. v. State of Cal.* (1989) 213 Cal.App.3d 131, 138. “[A]n injunction is an unusual or extraordinary equitable remedy which will not be granted if the remedy at law (usually damages) will adequately compensate the injured plaintiff,” and the party seeking injunctive relief bears the burden to prove its absence. *Department of Fish & Game v. Anderson-Cottonwood Irrigation Dist.* (1992) 8 Cal.App.4th 1554, 1564-1565.

#### Probability of Success on the Merits

A preliminary injunction may not issue unless it is “reasonably probable that the moving party will prevail on the merits.” *San Francisco Newspaper Printing Co., Inc. v. Superior Court* (1985) 170 Cal.App.3d 438, 442; see *Costa Mesa City Employees’ Association v. City of Costa Mesa* (2012) 209 Cal.App.4th 298, 309 (no injunction may issue unless there is at least “some possibility” of success).

Focusing on the first cause of action for wrongful foreclosure, Plaintiff argues he has demonstrated a probability of success. Per Plaintiff, Defendants’ foreclosure of his property is wrongful because the foreclosure proceeding is based upon a materially overstated debt. Specifically, Plaintiff contends: (1) the payoff demand issued by Placer Foreclosure incorporates an alleged \$250,000 principal balance derived from a forged 2024 promissory note which Plaintiff alleges he never executed and for which no funds were advanced to him and (2) the payoff demand incorporates a balance on the 2019 Promissory Note which does not take into consideration a cashier’s check Plaintiff alleges he tendered to Defendants. Motion, 5:21-6:18. The Court agrees.

“A beneficiary or trustee under a deed of trust who conducts an illegal, fraudulent or willfully oppressive sale of property may be liable to the borrower for wrongful foreclosure.” *Yvanova v. New Century Mortgage Corp.* (2016) 62 Cal.4th 919, 929. “A foreclosure initiated by one with no authority to do so is wrongful for purposes of such an action.” *Ibid.*

In support of Plaintiff’s request for a preliminary injunction based on wrongful foreclosure, Plaintiff has provided the declaration of Plaintiff Jose Valdovinos, which provides, among other things, that:

7. Following the maturity of the 2019 Promissory Note, I sold a separate property and applied the net sale proceeds as a principal paydown on the loan. On March

30, 2022, I remitted a Wells Fargo cashier's check in the amount of \$300,000.00, payable to D&K Investments, which Defendants accepted. ...

8. Following this payment, the remaining principal balance on the 2019 Promissory Note, as modified, could not lawfully exceed \$200,000.00, plus any legitimately accrued interest, fees, and costs.

9. On May 31, 2024, an alleged Promissory Note in the principal amount of \$250,000.00, bearing interest at 5% per annum, was purportedly executed in favor of Defendant THOMAS F. DONNELL, referencing the Deed of Trust and purporting to require monthly interest payments of \$5,000.00 beginning July 1, 2024, with principal due on or before May 31, 2025 (the "DD Note"). ...

10. I never executed, signed, authorized, or received any funds pursuant to the DD Note, and the signature appearing on that document is not my signature.

...

14. On May 30, 2025, I tendered a cashier's check in the amount of \$30,000.00, payable to DONNELL, as payment of the full annual interest on the legitimate loan obligation. Notwithstanding this tender, Defendants continued their foreclosure efforts. ...

...

16. On or about January 9, 2026, PLACER FORECLOSURE issued a Payoff Demand setting forth an alleged unpaid principal balance of \$510,266.64 and a total payoff amount as of January 21, 2026 of \$538,271.22, figures that incorporate both the disputed DD Note obligation and a principal balance on the D&K Note that is irreconcilable with the \$300,000.00 paydown Plaintiff tendered and Defendants accepted.

3/24/26 Valdovinos Decl.

*No opposition or evidence was filed by Defendants to the request for a preliminary injunction.* Accordingly, on this record<sup>1</sup>, Plaintiff has demonstrated a reasonable

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<sup>1</sup> In opposition to *the request for a temporary restraining order*, Defendants provided various declarations from Defendant Thomas F. Donnell, Richard Denty and Scott Denty. The Thomas Donnell declaration, among other things, states Defendant Donnell made several cash loans to Plaintiff from 2022-2024, and subsequently made a cash loan of \$135,000 in May of 2024 to be repaid as \$150,000 by the end of June 2024. Donnell Decl. ¶¶ 6-14. Further, the parties subsequently agreed to combine a separate \$100,000 obligation Plaintiff owed Scott Denty into a "combined loan" of \$250,000 secured by a Deed of Trust on Plaintiff's property. Donnell Decl. ¶¶ 15-16. Defendant Donnell declares Plaintiff signed a promissory note for the "combined loan" on March 26, 2025. Donnell Decl. ¶¶ 21, 23. Defendant Donnell also reports cognitive impairment due to ongoing medical conditions. Donnell Supp. Decl. ¶¶ 10, 14. In addition, Richard Denty declares he was "present the day Jose Valdovinos signed the Promissory Note." Richard Denty Decl. ¶ 3. Finally, the Declaration of Scott Denty states: he was present when Defendant Donnell loaned Plaintiff \$135,000 in cash on May 31, 2024; he and Defendant Donnell agreed to combine Plaintiff's obligations into a combined obligation on an unspecified date; and he "was present the Day Jose

likelihood of success on the merits of his cause of action for wrongful foreclosure.<sup>2</sup>

### Irreparable Harm

Plaintiff argues the balance of hardships overwhelmingly favors Plaintiff because he will lose his home permanently and irreparably. The Court agrees.

Where a piece of real property is under threat of sale under a deed of trust, “such damage may be considered irreparable for in equity each parcel of real property is considered unique.” *Stockton v. Newman* (1957) 148 Cal.App.2d 558, 564.

At bar, Defendants have made no showing of their potential harm were an injunction to issue in connection with the instant request for a preliminary injunction. On this record, denying the requested relief would result in great harm to the Plaintiff and the balance of hardships decidedly favors Plaintiff. *See, e.g., Robbins v. Superior Court* (1985) 38 Cal.3d 199, 205; *Butt v. State of California* (1992) 4 Cal.4th 668, 678.

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Valdovinos signed the Promissory Note...in approximately late March 2025.” Scott Denty Decl. ¶¶ 6-8, 11. Even if the Court were to consider this evidence, the Court would still conclude that Plaintiff has met his burden for now. There are considerable questions regarding the reliability of the evidentiary showing by Defendants. First, as noted by Plaintiff, Defendants’ own exhibits show two materially different promissory notes, both dated May 31, 2024, both in the amount of \$250,000, and both attributed to Plaintiff, yet with different terms and different security language. *See* Defendants’ Exs. D, H. Second, the records suggest that Defendants are potentially charging interest for approximately nine to ten months before the \$250,000 note was executed in March 2025. Third, there is no independent, corroborative evidence of the purported \$250,000 loan and the various disbursements related thereto.

<sup>2</sup> The court need not address the likelihood of success as to the other causes of action, as Plaintiff’s likelihood of prevailing on the first cause of action is sufficient for issuance of the requested preliminary injunction.