

July 10, 2026, Civil Law & Motion Tentative Rulings

1. CU0001483 Susan Gabrielle, Formerly Known as Susan G. Turner-Conlon vs. Phillip G. Conlon, Jr.

Appearances required by the parties to discuss the status of the sale or refinancing of the property.

2. CL0003307 Wells Fargo Bank, N.A. vs. Lori Arlene Mitchell, an individual

Defendant's motion for summary judgment is dropped as moot in light of the dismissal entered on April 27, 2026.

3. CU0000090 Palleschi, Matthew et al v. Daniel Fraiman Construction, Inc. et al

Appearances required by all parties to update the Court as to the status of the discovery motions continued to July 10, 2026. The parties were ordered to meet and confer further, and submit a joint status report by June 26, 2026. The Court received a one-sided status report and various emails between counsel. The Court requires appearances to determine where the discovery issues stand. Per Counsel's Joint Status Report, the discovery issue between Artisan and Plaintiff is resolved.

4. CU0001849 Gregory Thrush vs. Jose Antonio Valdovinos

Motion to Reset Trial or CMC Dates

Due to the dismissal of Defendant's bankruptcy action, and thus the stay that was entered on January 14, 2026 is no longer in effect, the Court sets a further Case Management Conference for August 10, 2026, at 9:00 a.m. in Department 6.

Motion for Leave to File Second Amended Complaint

Plaintiff Gregory Thrush's motion for leave to file verified second amended complaint is granted.

Legal Standard

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). "The discretionary power to allow amendments to the pleadings ... must be exercised liberally at all stages of the proceeding" and is usually exercised in favor of allowing amendments. *Edwards v. Superior Court* (2001) 93 Cal.App.4th 172, 180. Additionally, "[t]he policy favoring amendment is so strong that it is a rare case in which denial of leave to amend can be justified." *Howard v. County of San Diego* (2010) 184 Cal.App.4th 1422, 1428. However, leave to amend may be properly denied if there is an unwarranted delay in seeking the relief and where the opposing party demonstrates that it will incur prejudice as a result. *Atkinson v. Elk Corp.* (2003) 109 Cal.App.4th 739, 761. Unreasonable delay alone does

not justify denying leave to amend and the opposing party must also demonstrate prejudice. *Kittredge Sports Co. v. Superior Court* (1989) 213 Cal.App.3d 1045, 1048.

A motion to amend a pleading must include a copy of the proposed amendment or amended pleading which must be serially numbered to differentiate it from previous pleadings or amendments and must state what allegations in the previous pleading are proposed to be deleted or added, if any, and where, by page, paragraph, and line number, the allegations are located. California Rules of Court, rule 3.1324(a). The motion shall also be accompanied by a declaration attesting to the effect of the amendment, why the amendment is necessary and proper, when the facts giving rise to the amended allegations were discovered, and why the request for amendment was not made earlier. California Rules of Court, rule 3.1324(b).

Analysis

The court finds Plaintiff has sufficiently demonstrated he is entitled to the relief sought.

Plaintiff attaches his Second Amended Complaint to motion as required by Cal. Rules of Court, Rule 3.1324(a). Not. of Mot., Ex. 1. The notice of motion details where the allegations to be added/removed are located in the proposed Second Amended Complaint. Not. of Mot. Plaintiff states the factual allegations in the Complaint which are proposed to be added. Auerbach Decl., ¶¶ 16-19, 21-27, 29. Plaintiff also states the claims for damages which have been amended. Auerbach Decl., ¶¶ 28, 39. Plaintiff explains the purpose of the amendments is to add factual allegations, update Plaintiff's damages claim, correct inadvertent and clerical errors, add a new cause of action, eliminate two other causes of action, restructure claims for clarity, and add a verification. Mot. at 1:25-2:3. Plaintiff's counsel declares that while some of the proposed changes could have been made earlier, for the sake of judicial economy and due to the ongoing nature of his investigation he believed filing an omnibus motion to amend incorporating all the proposed revisions would be more provident. Auerbach Decl., ¶ 15. The need for amendment to the damages claim was identified because of Plaintiff's counsel's investigation efforts, Defendant's deposition testimony, and interviews of third-party witnesses. ¶¶ 16-19, 21-27, 29. Plaintiff's counsel provided Defendant, who is presently appearing pro per in the action, with a copy of the proposed Second Amended Complaint on March 13, 2026, and filed the present motion on March 25, 2026. Auerbach Decl., ¶ 48, Ex. 1.

The requirements of California Rules of Court, Rule 3.1324(a)-(b) are satisfied. Requests to amend pleadings are to be liberally considered. No trial date has been set and the motion is unopposed. Accordingly, the court finds no prejudice to Defendant. Moreover, the delay in seeking to amend is not unreasonable given the date of discovery conducted leading to the amendments as well as the bankruptcy stay which was only lifted on March 17, 2026. Auerbach Decl., ¶ 45. Thus, Plaintiff's motion for leave to amend is granted. Plaintiff is to file his second amended complaint within 10 days.

4. CU0002516 Karen Mingle et al vs. James Tessmann

Court approval is required for all settlements of a minor's claim. Probate Code §§ 3500, 3600, *et seq.*; Code Civ. Proc. § 372.

The following error appears in the Corrected Petition for Approval of Minor's Compromise filed on June 23, 2026:

1. Part 10.b of the Petition includes a check that Defendants and amounts offered continued on Attachment 10b. This appears to be incorrect.
2. Part 12.b of the Petition is to indicate what medical expenses were paid and are to be reimbursed from the proceeds. It appears there were no medical expenses and thus no reimbursements, so none of the boxes should be checked.
3. Part 17.a.2 of the Petition indicates there is an agreement for services provided. Such should be should be attached as Attachment 17a. There is no attachment.
4. Part 17.c states the attorney "has not" received attorney's fees in addition to that requested in this petition for services provided, but then details "attorney has an expectation of receiving a 35% contingency fee on the remaining \$375,000.00 settlement proceeds." The court does not approve the attorney fees being paid by all plaintiffs, only the fees being paid by Claimant. The court finds that Claimant's share of the attorney fees is reasonable but does not make any findings about the other plaintiffs' share of the fees. Petitioner should provide a revised Order that reflects only attorney's fees paid by Claimant, not all plaintiffs.
5. Part 18.a.3.b of the Petition indicates the proceeds will be invested in a single-premium deferred annuity, with terms and conditions specified in Attachment 18a(3)b). There is no Attachment 18a(3)(b) to the Petition.

Petitioner is directed to file a corrected petition prior to the hearing on the motion. Otherwise the Court is inclined to grant the unopposed petition to approve minor's compromise. The court sets an Order to Show Cause for August 7, 2026 at 9 a.m. in Department 6 for proof of deposit in the blocked account. Cal. Rules of Court, Rule 7.953(a). If an acknowledgement of receipt by the financial institution is filed before that date, no appearance will be required.

5. CU0002670 Jose A. Valdovinos vs. DD Investments, LLC et al

Defendants DD Investments LLC and Thomas F. Donnell's motion for order dissolving the preliminary injunction is granted.

Legal Standard

"In any action, the court may on notice modify or dissolve an injunction or temporary restraining order upon a showing that there has been a material change in the facts upon which the injunction or temporary restraining order was granted, that the law upon which the injunction or temporary restraining order was granted has changed, or that the ends of justice would be served by the modification or dissolution of the injunction or temporary restraining order." Code Civ. Proc. § 533.

In short, section 533 "articulates three independent bases on which a modification of an injunction may be predicated - (1) change in the facts, (2) change in the law, or (3) ends of justice". *Luckett v. Panos* (2008) 161 Cal.App.4th 77, 85. Courts have inherent power to dissolve an injunction on these grounds. *Green Trees Enterprises, Inc. v. Palm Springs Alpine Estates, Inc.* (1967) 66 Cal.2d 782, 788. "[T]he burden is on the restrained party to show by a

preponderance of the evidence that one of the circumstances set forth in . . . section 533 is present and justifies a termination of the [preliminary injunction].” *Loeffler v. Medina* (2009) 174 Cal.App.4th 1495, 1504.

Discussion

It is undeniable there has been a material change in the facts upon which the injunction as granted. The foreclosure which triggered the threat of irreparable harm precipitating the grant of the preliminary injunction has been canceled in its entirety and is no longer pending. Shao Decl., ¶ 3; Donnell Decl., ¶ 3. Therefore, the Court finds the harm Defendants will suffer by maintaining the preliminary injunction exceeds any harm Plaintiff might sustain without the preliminary injunction. Consequently, the preliminary injunction is dissolved.