

1. PC20200294 ALL ABOUT EQUINE ANIMAL RESCUE v. BYRD

(1) Trial Setting

(2) Bifurcation

At the hearing held on January 5, 2024, the court made the following Orders:

- (1) Setting a hearing on the issue of bifurcation of plaintiff's Complaint from the rest of the case on February 9, 2024;
- (2) Scheduled a trial setting hearing was set for on February 9, 2024;
- (3) Plaintiff may file and serve a motion, including any applicable legal authority, by January 19, 2024 requesting Defendant to pay for the disputed fencing, with responses due by February 2, 2024, with the motion to be heard on February 9, 2024;
- (4) The court granted Plaintiff leave to amend the Complaint to include a cause of action for payment of the costs of the disputed fence.
- (5) The Order of attorney's fees and costs are due by February 9, 2024.

TENTATIVE RULING #1: APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, FEBRUARY 9, 2024.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

NOTICE TO ALL PARTIES OF A REQUEST FOR ORAL ARGUMENT AND THE GROUNDS UPON WHICH ARGUMENT IS BEING REQUESTED MUST BE MADE BY TELEPHONE OR IN PERSON BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; EL DORADO COUNTY LOCAL RULE 8.05.07. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

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2. 23CV0248 DANKER v. MORRISROE

Attorney Withdrawal

Counsel for the Plaintiff has filed a motion to be relieved as counsel pursuant to Code of Civil Procedure § 284(2) and California Rules of Court, Rule 3.1362.

A Declaration on Judicial Council Form MC-052 accompanies the motion, as required by California Rules of Court, Rule 3.1362, stating that the attorney and clients have had a breakdown in relationship and communication. The Declaration further states that the client has refused to sign a substitution of attorney.

Code of Civil Procedure § 284(2) and California Rules of Court, Rule 3.1362 allow an attorney to withdraw after notice to the client. Proof of service of the motion on the Defendants at their last known address and on counsel for Plaintiff was filed on January 2, 2024.

There is a Settlement Conference currently scheduled on March 13, 2024, and a January 7, 2025 trial date set for this case.

Counsel declares the following regarding the status of the litigation:

1. Counsel has served responses and objections to discovery served in September and November 2023 and there is ongoing meet and confer regarding supplemental responses. Counsel has requested an extension regarding supplemental responses pending the outcome of this motion and has agreed to a corresponding extension of deadlines for a motion to compel, but opposing counsel has refused.
2. Counsel requests the court to grant a 60-day stay of discovery following the Order on this motion, including a stay on motion to compel deadlines, to give Plaintiff adequate time to retain new counsel.

Opposing counsel objects to any stay on discovery in the case. The court finds good cause to grant the request to be relieved as counsel. As to the request for the stay, the court declines to grant the request, not finding a sufficient basis for a stay under these facts. The court notes, however, that if Defendant wishes to file a motion to compel that Defendant first should engage in meaningful and robust meet and confer efforts with Plaintiff consistent with the spirit of the discovery act.

TENTATIVE RULING #2: MOTION TO BE RELIEVED AS COUNSEL IS GRANTED EFFECTIVE AS OF THE DATE OF THE FILING OF THE PROOF OF SERVICE OF THE FILED ORDER ON THE CLIENT. THE COURT DENIES THE REQUEST FOR A STAY OF DISCOVERY.

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3. 23CV2187 NAME CHANGE OF RODRIGUEZ

Petition for Name Change

Petitioner filed a Petition for Change of Name on December 12, 2023. The Petition is not signed.

There is nothing in the court's records indicating that the OSC has been published in a newspaper of general circulation for four consecutive weeks as required by Code of Civil Procedure § 1277(a). Petitioner is ordered to file the OSC in a newspaper of general circulation in El Dorado County for four consecutive weeks. Proof of publication is to be filed with the court prior to the next hearing date.

A background check has been filed with the court as required by Code of Civil Procedure § 1279.5(f).

TENTATIVE RULING #3: THE HEARING ON THIS MATTER IS CONTINUED TO 8:30 A.M. ON APRIL 12, 2024, TO ALLOW PETITIONER TIME TO FILE PROOF OF PUBLICATION AND A SIGNED PETITION WITH THE COURT.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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4. 23CV0126 KAKAR v. DAVIS

(1) Motion to Strike

(2) Demurrer

Defendants demur to Plaintiffs' Complaint and have also filed a Motion to Strike. Plaintiffs have not opposed either motion.

Plaintiffs' Complaint is filed on behalf of two Plaintiffs and three named Defendants.

Attachment C of the Complaint consists of two promissory notes, for \$350,000 and \$100,000 respectively. The promissory notes were executed in July and August, 2019, and each are signed by Defendant John Davis as the Secretary of EthoEx Mobile Corp. and by its President, who is not named in this lawsuit. These notes memorialize promises to repay the principal to the Plaintiffs by February, 2020.

Attachment B to the Complaint is an undated letter to Plaintiff Rahmany from both Defendants as officers of Defendant Entexs Corporation, thanking Plaintiffs for being investors in EthoEx Mobile Corp. This letter, which appears to have been transmitted to Plaintiff Rahmany by email on January 31, 2020, just before the promissory note came due, says that Defendants Daves and Rashid are no longer affiliated with EthoEx Mobile Corp., and that their newest venture is Entexs Corporation. It continues:

In sum, Entexs is now willing to match your investment in EthoEx dollar-for-dollar, subject to your agreement to hold us harmless for any liability related to our association with EthoEx. Although we believe that we have no liability arising out of or related to our work with EthoEx, we want to avoid being involved in any potential litigation related to EthoEx so we can focus on the success of Entexs. This offer is in no way intended to affect your ability to recover your original investment from EthoEx and instead offered simply as a "thank you" for believing in us and backing our efforts.

Attachment A to the Complaint is a "Release and Reward Agreement" signed by Plaintiff Kakar on September 17, 2020 ("Agreement"). That document states that the Entexs Corporation will divert a percentage of its gross profits to [Plaintiff] until [Plaintiff] receives \$350,000 USD from Entexs. This right of receiving payment is titled a "Reward", which is further qualified by the following language in paragraph (1), titled "Consideration":

(1)(a)(i) Entexs has a good faith belief that payments towards the Reward shall begin on or about September 15, 2021, and the total Reward amount shall have been paid to [Plaintiff] by on or about February 15, 2023. However, payments are based on the profitability of Entexs Corporation, which is uncertain, as such, the Reward is speculative and not guaranteed. . . . payments . . . shall be based upon ten percent of Entexs Corporation's gross profits, calculated and paid on a quarterly basis, until [Plaintiff] has been paid a total sum of payments equaling the Reward. A total of ten percent (10%) of

Entex Corporation's gross profits will be paid to all participants who sign a form of this agreement, and thus [Plaintiff's] quarterly payment will vary depending on the number of participants who sign agreements with Entex.

These payment terms are followed by a release of liability:

(1)(b) [Plaintiff] releases and holds Entex harmless from any and all liability arising out of or related to ETHOEX EXTRACTION CORP. and /or ETHOEX MOBILE CORP and/or [Plaintiff's] investment in and/or [Plaintiff's] past or present shareholder and/or investor status in the same. Furthermore, [Plaintiff] confirms and agrees that, to the best of [Plaintiff's] knowledge, Entex is not affiliated with, nor has any influence or control over ETHOEX EXTRACTION CORP. and /or ETHOEX MOBILE CORP.

(1)(c) This Agreement does not constitute an admission by any party, not an admission of any violation of federal, state, or local law, ordinance or regulation. Neither this Agreement nor anything in this Agreement shall be construed to be or be admissible in any proceeding of evidence of liability or wrongdoing by any of the parties hereto.

A further release of claims is set forth in paragraph (2) of the Agreement:

Except as provide in this Agreement, the parties hereby release one another from any and all demands, costs, expenses, liabilities, actions, causes of action, and/or claims or damages, of any kind or nature, based on, related to, arising out of, or in connection with any matter, fact, or thing occurring or accruing before the date of the execution of this Agreement,

Demurrer

Defendant demurs to each of the claims in the Plaintiff's Complaint as failing to state facts sufficient to constitute a cause of action. Code of Civil Procedure § 430.10(e).

Standard of Review

A demurrer tests the sufficiency of a complaint by raising questions of law. (*Rader Co. v. Stone* (1986) 178 Cal.App.3d 10, 20, 223 Cal.Rptr. 806.) In determining the merits of a demurrer, all material facts pleaded in the complaint and those that arise by reasonable implication, but not conclusions of fact or law, are deemed admitted by the demurring party. (*Moore v. Conliffe, supra*, 7 Cal.4th at p. 638, 29 Cal.Rptr.2d 152, 871 P.2d 204; *Interinsurance Exchange v. Narula, supra*, 33 Cal.App.4th at p. 1143, 39 Cal.Rptr.2d 752.) The complaint must be construed liberally by drawing reasonable inferences from the facts pleaded. (*Flynn v. Higham* (1983) 149 Cal.App.3d 677, 679, 197 Cal.Rptr. 145.)

In addition to the facts actually pleaded, the court considers facts of which it may or must take judicial notice. (*Cantu v. Resolution Trust Corp., supra*, 4 Cal.App.4th at p. 877, 6 Cal.Rptr.2d 151.)

Rodas v. Spiegel, 87 Cal. App. 4th 513, 517 (2001).

Throughout its demurrer Defendant raises issue of the identification of the parties in the Complaint, such that it is not possible to determine which causes of action or allegations are being asserted as to which Defendants and which allegations might be specific to one or both Plaintiffs. The court will leave aside this particular issue to address the substantive elements of each of the causes of action below.

First: Intentional Misrepresentation

The elements of an intentional misrepresentation cause of action as expressed in the Judicial Council of California Civil Jury Instructions (“CACI”) 1900 are as follows:

1. That [defendant] represented to [plaintiff] that a fact was true;
2. That [defendant]’s representation was false;
3. That [defendant] knew that the representation was false when [they] made it, or that [they] made the representation recklessly and without regard for its truth;
4. That [defendant] intended that [plaintiff] rely on the representation;
5. That [plaintiff] reasonably relied on [defendants] representation;
6. That [plaintiff] was harmed; and
7. That [plaintiff]’s reliance on [defendant]’s representation was a substantial factor in causing [their] harm.

Defendants argue that the Complaint fails to identify any allegedly false statement. Although there are broad references to statements and representations made by Defendants in the Complaint, none of them are sufficient to meet the pleading requirement of identifying a fact represented as true that was in fact false.

Paragraph 9 of the Complaint alleges that:

On January 30, 2020, Defendants informed Plaintiffs in writing that Plaintiff’s funds in Ethoex would not be paid by their due date in February of that year, that the company itself and other executives had illicitly and without their knowledge mismanaged funds and caused the company to collapse.

According to the allegations of the Complaint and the documents attached to it, Paragraph 9 describes a true statement.

In Paragraph 13 of the Complaint Plaintiffs allege that Defendants “made false claims”:

On or about September – October 2021 Plaintiffs discovered that Defendants had made false claims starting in and continuing through January 30th, 2020, through to October 30th, 2021, that Defendants knew were false, which Plaintiffs did not know and could not have reasonably known to be false, to which Defendants

intended Plaintiffs to be relied upon herein. Plaintiffs relied upon the Defendants false claims.

This paragraph vaguely describes claims over a period of nearly two years, some of which were before the Plaintiffs entered into the Agreement, and some of which took place after the Agreement was executed. No specific representation that any “fact was true” is identified that can support the First Cause of Action.

Paragraph 17 of the Complaint also references representations made by Defendants:

Defendants claimed that the money owed to Plaintiff would be paid later instead of now, and payments would be forthcoming in 2023 with partial payments to begin then and be paid in full by 2023.

Paragraph 17 describes the terms of the Agreement, which plainly and expressly states that this payment ‘obligation’ is contingent on the profitability of the company, which is not guaranteed, and that the schedule for payment is dependent on the number of “participants” who sign the same Agreement with the company. Agreement, ¶(1)(a)(i). Accordingly, this statement is also true.

Second: Breach of Contract

To prevail on a cause of action for breach of contract, the plaintiff must prove (1) the contract, (2) the plaintiff's performance of the contract or excuse for nonperformance, (3) the defendant's breach, and (4) the resulting damage to the plaintiff. Richman v. Hartley, 224 Cal. App. 4th 1182, 1186 (2014).

The alleged breach is set forth in paragraph 56 to the Complaint: “Defendants informed Plaintiffs they would not pay the money owed to them timely and rescinded the contract in 2022. . . .” This allegation is not sufficient to establish a breach of the Agreement, which expressly makes payments contingent on company profitability, which is “speculative and not guaranteed”.

The Second Cause of Action also references a claim for promissory estoppel. The elements of a promissory estoppel claim are “(1) a promise clear and unambiguous in its terms; (2) reliance by the party to whom the promise is made; (3) [the] reliance must be both reasonable and foreseeable; and (4) the party asserting the estoppel must be injured by his reliance.” US Ecology, Inc. v. State of California, 129 Cal. App. 4th 887, 901 (2005), quoting (Laks v. Coast Federal Savings & Loan Assn. (1976) 60 Cal.App.3d 885, 890. Even if this separate basis for recovery could be included within the Second Cause of Action for breach of contract, the Complaint does not allege facts sufficient in support of this equitable claim, where it simply

states that “[t]here was a clear offer to contract made, the Plaintiffs reasonably relied upon the offer and the Plaintiffs suffered the loss.” Complaint, ¶159.

Third: Concealment

The elements of a cause of action for fraud based on concealment are: “(1) the defendant must have concealed or suppressed a material fact, (2) the defendant must have been under a duty to disclose the fact to the plaintiff, (3) the defendant must have intentionally concealed or suppressed the fact with the intent to defraud the plaintiff, (4) the plaintiff must have been unaware of the fact and would not have acted as he did if he had known of the concealed or suppressed fact, and (5) as a result of the concealment or suppression of the fact, the plaintiff must have sustained damage.” Kaldenbach v. Mut. of Omaha Life Ins. Co., 178 Cal. App. 4th 830, 850 (2009), citing Roddenberry v. Roddenberry (1996) 44 Cal.App.4th 634, 665–666.

In this case, the Complaint fails to allege any duty to the Plaintiffs. Although the Complaint references a fiduciary duty, it does not allege any facts that would establish such a duty on the part of the Defendants. “The mere placing of a trust in another person does not create a fiduciary relationship.” Zumbrun v. Univ. of S. California, 25 Cal. App. 3d 1, 13, 101 Cal. Rptr. 499, 506 (Ct. App. 1972); “Apollo Cap. Fund, LLC v. Roth Cap. Partners, LLC, 158 Cal. App. 4th 226, 246, 70 Cal. Rptr. 3d 199, 215 (2007). “[T]here is not a fiduciary relation between the promisor or promisee and the beneficiary of a contract.” Restatement (Second) of Trusts § 14 (1959).

Fourth: False Promise

A claim of false promise is grounded in Civil Code § 1710(4): a promise made without any intention of performing it.” The claim is also expressed in CACI 1902, which additionally describes the plaintiff’s reliance on the promise, the defendant’s failure to perform the promised act that the resulting harm to the plaintiff.

The Complaint does not allege any actionable promise. The written Agreement attached to the Complaint indicates that the payment obligation is speculative and not guaranteed. This statement of the nature of the Agreement is not only a promise of repayment, it clearly prevents any reasonable reliance of repayment by the Plaintiffs.

Fifth: Violation of Business and Professions Code § 17200

The Unfair Business Practices Act defines “unfair competition” to include any “unlawful, unfair or fraudulent business practice.” Business and Professions Code § 17200. “[T]o state a claim under the act one need not plead and prove the elements of a tort. Instead, one need only show that “members of the public are likely to be deceived.” Bank of the W. v. Superior Ct., 2 Cal. 4th 1254, 1267, 833 P.2d 545 (1992), quoting Chern v. Bank of America, 15 Cal.3d 866, 876.

However, in general a Complaint is required to allege facts with a certain factual specificity. In determining the merits of a demurrer, “[w]e treat the demurrer as admitting all material facts properly pleaded, but not contentions, deductions or conclusions of fact or law.” Serrano v. Priest, 5 Cal. 3d 584, 591 (1971).

In this case, the Complaint at ¶189 alleges:

Defendants had a fraudulent, and deceptive business practice of seeking investments and loans under false pretenses, and instead misusing funds outside the bounds of their corporate authority and authorization. Their presentation of what the business purportedly was will be shown to have existed without any truth behind it in order to receive money from individuals for the unjust enrichment and unauthorized use by Defendants.

There may or may not be actionable business practices underlying the Defendants conduct in first inducing Plaintiffs to loan money to Ethoex and subsequently convincing Plaintiffs to waive all claims for Defendants’ failure to pay the debt in return for the “Reward” of a speculative future payment from hypothetical profits of Entexs. If there were, they cannot be understood from the vague and conclusory statements contained in the Complaint.

Sixth: Breach of a Fiduciary Duty

As discussed above, the Complaint does not allege the basis of any fiduciary duty between the Defendants and the Plaintiffs.

Seventh: Intentional Interference of a Contract

In order to state a cause of action for intentional interference with contract, a plaintiff must show: “(1) a valid contract between plaintiff and a third party; (2) defendant's knowledge of this contract; (3) defendant's intentional acts designed to induce a breach or disruption of the contractual relationship; (4) actual breach or disruption of the contractual relationship; and (5) resulting damage.” (*Pacific Gas & Electric Co. v. Bear Stearns & Co.* (1990) 50 Cal.3d 1118, 1126, 270 Cal.Rptr. 1, 791 P.2d 587; *Mintz v. Blue Cross of California* (2009) 172 Cal.App.4th 1594, 1603, 92 Cal.Rptr.3d 422.)

Winchester Mystery House, LLC v. Glob. Asylum, Inc., 210 Cal. App. 4th 579, 596 (2012).

First, the Complaint alleges a contract between Plaintiffs and third party EthoEx, which are promissory notes for repayment of stated amounts. Complaint ¶197; Attachment C.

Second, Defendant Davis at least, if not the corporate Defendant Entexs or Defendant Ali Rashid who was not a party to the promissory notes, was aware of the promissory notes, because he executed them as Secretary of the corporation Ethoex, was aware of the existence of the promissory notes.

The third element requires allegations of intentional acts by Defendant, which are contained in paragraphs 99-101 of the Complaint. However, by the express terms of Attachment A to the Complaint, the Plaintiff Kakar only, not Plaintiff Rahmany, released Entexs, John Davis, and Ali Rashid, as parties to that Agreement “from any and all demands, costs, expenses, liabilities, actions, causes of action, and/or claims or damages, of any kind or nature, based on, related to, arising out of, or in connection with any matter, fact, or thing occurring or accruing before the date of the execution of this Agreement, . . . “

Here the identities of the multiple parties interfere with the cohesion of the cause of action. Davis may have been aware of the promissory note but not Rashid. Plaintiff Kakar may have waived all claims against Davis and Rashid, but not Plaintiff Rahmany. The Complaint alleges that “Defendants” misused and misappropriated funds, Complaint ¶99, and later that “Defendant” misappropriated and misused funds of Ethoex. Complaint ¶100.

Further, the damages alleged are the inability of Ethoex to repay the promissory notes to Plaintiffs, but Plaintiff Kakar at least, elected to forego enforcing his right to payment in return for an opportunity to re-invest the same funds in Entexs, which Agreement was executed six months after the promissory note was due.

These inconsistencies and lack of clarity compound to the point that this section of the Complaint fails to state facts sufficient to sustain a cause of action.

Motion to Strike

Defendant moves to strike certain provisions¹ of the Complaint pursuant to Code of Civil Procedure § 436(a) and 437(a).²

¹ Paragraph 12 (page 4:12-13) irrelevant and improper
Paragraph 38 (page 8-9) irrelevant and improper
Paragraph 54 (page 11:1) false and improper
Paragraph 59 (page 11:8-10) irrelevant and improper
Paragraph 93 (page 14:4) false and improper
Paragraph 101 (page 14:19-21) irrelevant and improper
Section C (page 16:8) these damages are unavailable for Plaintiff’s claims
Section D (page 16:9) punitive damages are unavailable for Plaintiff’s claims
Section E (page 16:10) attorney’s fees and costs are unavailable for Plaintiff’s claims
Section F (page 16:11) exemplary damages are unavailable for Plaintiff’s claims
Section I (page 16:14-16) injunctive or equitable relief is unavailable for Plaintiff’s claims

² Code of Civil Procedure § 436(a) provides:

The court may, upon a motion made pursuant to Section 435, or at any time in its discretion, and upon terms it deems proper:

(a) Strikeout any irrelevant, false, or improper matter inserted in any pleading.

However, given that the court will sustain Defendants' demurrer to the Complaint as to all causes of action, the motion to strike is moot. Nevertheless, the court would appreciate Plaintiffs careful review the issues raised in Defendants' motion to strike, especially with respect to damages claims that may not be supported by the causes of action, should they elect to file an amended Complaint.

TENTATIVE RULING #4:

- (1) DEFENDANTS' DEMURRER IS SUSTAINED AS TO ALL CAUSES OF ACTION WITH LEAVE TO AMEND WITHIN TEN DAYS OF THIS ORDER;**
- (2) DEFENDANTS' MOTION TO STRIKE IS MOOT.**

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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Code of Civil Procedure § 437(a) provides:

- (a) The grounds for a motion to strike shall appear on the face of the challenged pleading or from any matter of which the court is required to take judicial notice.

5. **23CV0297 ENSMINGER v. ROTH AUS**

Claim of Exemption Hearing

Plaintiff claimed amounts were unjustifiably withheld from a security deposit for the rental of a home. Judgment for Plaintiff was entered for a total of \$2,437.83 following hearing on August 15, 2023. Defendant filed an amended Claim of Exemption on November 15, 2023, claiming exemption of funds held by the trustees of the William and Mary M. Rothaus Trust on the grounds that the trust is not a judgment debtor and is not listed in the writ of execution.

At the hearing held on January 5, 2024, the court denied the Claim of Exemption, and the Clerk mailed a Notice of that determination to the El Dorado County Sheriff's Department on January 10, 2024.

Thereafter, Plaintiff filed a Notice of Opposition of Claim of Exemption and served it on the Defendant and the judgment debtor. However, the Claim of Exemption was already denied, and there is no pending matter in this case.

TENTATIVE RULING #5: DEFENDANT'S CLAIM OF EXEMPTION HAVING BEEN DENIED FOLLOWING HEARING ON JANUARY 5, 2024, THE MATTER IS TAKEN OFF CALENDAR.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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6. 23CV1856 NAME CHANGE OF RUBEN

Petition for Name Change

Petitioner filed a Petition for Change of Name on October 23, 2023.

There is nothing in the court's records indicating that the OSC has been published in a newspaper of general circulation for four consecutive weeks as required by Code of Civil Procedure § 1277(a). Petitioner is ordered to file the OSC in a newspaper of general circulation in El Dorado County for four consecutive weeks. Proof of publication is to be filed with the court prior to the next hearing date.

Upon review of the file, the court has yet to receive the background check for petitioner, which is required under the law. Code of Civil Procedure §1279.5(f).

TENTATIVE RULING #6: THE HEARING ON THIS MATTER IS CONTINUED TO 8:30 A.M. ON APRIL 12, 2024, TO ALLOW PETITIONER TIME TO FILE PROOF OF PUBLICATION AND A BACKGROUND CHECK WITH THE COURT.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

NOTICE TO ALL PARTIES OF A REQUEST FOR ORAL ARGUMENT AND THE GROUNDS UPON WHICH ARGUMENT IS BEING REQUESTED MUST BE MADE BY TELEPHONE OR IN PERSON BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; EL DORADO COUNTY LOCAL RULE 8.05.07. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

LONG CAUSE HEARINGS MUST BE REQUESTED BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED AND THE PARTIES ARE TO PROVIDE THE COURT WITH THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. LONG CAUSE ORAL ARGUMENT REQUESTS WILL BE SET FOR HEARING ON ONE OF THE THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. THE COURT WILL ADVISE THE PARTIES OF THE LONG CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. PARTIES MAY PERSONALLY APPEAR AT THE HEARING. IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.