

**LAKES TREATMENT CENTER, INC., et al v
RESORT AT LAKE TULLOCH LLC, et al**

21CV45585

**PLAINTIFFS' MOTION FOR LEAVE
TO FILE THIRD AMENDED COMPLAINT**

This case stems from a property dispute between The Lakes Treatment Center, Inc. ("Lakes") and Bernadette Cattaneo ("Cattaneo") (collectively "Plaintiffs") and The Resort at Lake Tulloch, ("Resort"), Narullah Safdari ("Safdari"), Odell Tristin ("Tristin"), Michael Van ("Van"), Andreas Abramson ("Abramson"), and Diamond Dirt LLC ("Diamond") (collectively, "Defendants.")

Now before the Court is Plaintiffs' motion for leave to file a Third Amended Complaint ("3AC.") The motion is opposed by Diamond and Van.

I. Background

On September 9, 2021, Plaintiffs filed their original complaint against Resort, Safdari and Tristin, then filed a First Amended Complaint on July 5, 2023, adding Van and Ambramson, and new causes of action. On August 16, 2023, by stipulation of the parties, Plaintiffs filed a Second Amended Complaint ("2AC") adding Diamond as a defendant. The 2AC alleges causes of action for: 1) Breach of Lease Agreement, (2) Promissory Estoppel, (3) Trespass, (4) Intentional Misrepresentation, (5) Fraud by Concealment, (6) Interference with Contractual Relations, (7) Conspiracy, (8) Declaratory Relief, (9) Breach of Fiduciary Duty, (10) Accounting, and (11) Access to Books and Records. The SAC's fourth, fifth, sixth, and seventh causes of action are alleged against Van, while the eighth, ninth, tenth, and eleventh causes of action are alleged against Diamond.

On March 25, 2025, the parties participated in the deposition of the person most knowledgeable at Resort ("PMK Deposition.") (Declaration of Zachary B. Young ("Young Decl.") ¶ 3.) During the PMK Deposition, the PMK (Jason Giambi) was asked about a certain agreement known as the "Membership Interest Purchase Agreement" relating to Diamond and Safdari. ("MIP Agreement")(*Ibid.*) When asked about the MIP Agreement, Giambi testified that such question "would be a Mike question." (*Ibid*, Ex. A.) "Mike" was referring to Defendant Van. (*Id.* ¶ 4.)

On January 22, 2026, Plaintiffs deposed Van about the MIP Agreement. (Young Decl. ¶ 4, Ex. B.) Then, on February 17, 2026, and March 3, 2026, respectively, Plaintiffs deposed Tristin (Safdari's son) (*Id.* ¶ 5.) Although the MIP Agreement had been produced previously, it was not until the depositions of Van, Tristin, and Resort's former attorney, that Plaintiffs came to understand facts and circumstances surrounding the MIP Agreement. (*Id.* ¶ 6.) Specifically, Plaintiffs now understood that Safdari had a written agreement to purchase the entire Resort – rather than just certain real estate assets as previously had been believed. (*Ibid.*) This recently obtained information led Plaintiffs to believe that they now had additional and new claims for breaches of the Operating Agreement between Cattaneo and Resort. (*Id.* ¶¶ 6, 7.)

(Plaintiffs initially filed their motion for leave to file the 3AC on February 19, 2026 – two days after competing Tristin's deposition. (Young Decl. ¶ 12.) However, that motion was denied, without prejudice, for failure to comply with Local Rule 3.3.7.)

II. Legal Standard and Discussion

When a party moves to amend a pleading, “courts generally should permit amendment to the complaint at any stage of the proceedings, up to and including trial. [Citations.]” (*Melican v. Regents of University of California* (2007) 151 Cal.App.4th 168, 175.) Leave to amend should be granted liberally. (*Hirsa v. Superior Court* (1981) 118 Cal.App.3d 486, 488-489.) In ruling on such motion, the Court's main concern is prejudice to another party. (*Ibid.*) Prejudice means more than inconvenience, but instead focuses on delay in trial, loss of critical evidence or added costs of preparation. (*Solit v. Tokai Bank* (1999) 68 Cal.App.4th 1435, 1448.)

A motion to amend a pleading before trial must include a copy of the proposed amendment or amended pleading. (Cal. Rules of Court, Rule 3.1324, subd. (a)(1).) The motion must also be supported by a declaration which specifies the following: (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. (Cal. Rules of Court, Rule 3.1324, subd. (b).)

In ruling on a motion for leave to amend, courts generally do not consider the amended pleading's merits. (*Atkinson v. Elk Corp.* (2003) 109 Cal.App.4th 739, 760.)

Defendants' primary argument against allowing the amendment is their assertion that Plaintiff impermissibly delayed bringing the motion for leave to amend. They argue that the proposed amendments contain facts related to documents which were produced years earlier and should not have been brought only months before the scheduled trial date. Defendant Van argues vaguely that he will be prejudiced by the amendment, but Diamond does not allege any potential prejudice.

Plaintiffs persuasively argue that while they did have the documents in hand, they were unaware of their significance until the depositions of Van and the PMK(s). After those depositions, Plaintiffs were given greater context and facts concerning their longstanding claims about the propriety of the sale of the property to various individuals.

The proposed amendments are related to the facts already pled in this case. Finally, as all parties agreed to move the trial in this matter (now set for February 3, 2017) allowing the amendment does not impact any rapidly approaching trial date.

Defendants have failed to show any prejudice by allowing Plaintiff's leave to file a 3AC and the amendment is not the result of unreasonable delay. Accordingly, the Court **GRANTS** Plaintiffs' motion for leave to file the TAC.

The clerk shall provide notice of this ruling to the parties forthwith. Plaintiffs to submit a formal Order complying with Rule 3.1312 in conformity with this Ruling.

FARIDI v TDS TRUSTEE SERVICES

25CV48053

PLAINTIFF'S MOTION FOR LEAVE TO FILE A SECOND AMENDED COMPLAINT

Plaintiff Tariq Jamil Faridi ("Plaintiff") filed his Complaint arising out of a real property dispute with Defendant Steve Carlson ("Defendant"). Now before the Court is Plaintiff's motion for leave to file a Second Amended Complaint ("SAC.")

The motion does not comply with Local Rule 3.3.7. All matters noticed for the Law & Motion calendar shall include the following language in the notice:

3.3.7 Tentative Rulings (Repealed Eff 7/1/06, As amended 1/1/18) All parties appearing on the Law and Motion calendar shall utilize the tentative ruling system. Tentative Rulings are available by 2:00 p.m. on the court day preceding the scheduled hearing and can be accessed either through the court's website or by telephoning 209-754-6285. The tentative ruling shall become the ruling of the court, unless a party desiring to be heard so advises the Court no later than 4:00 p.m. on the court day preceding the hearing including advising that all other sides have been notified of the intention to appear by calling 209-754-6285. Where appearance has been requested or invited by the Court, all argument and evidence is limited pursuant to Local Rule 3.3. All matters noticed for the Law & Motion calendar shall include the following language in the notice:

Pursuant to Local Rule 3.3.7, the Court will make a tentative ruling on the merits of this matter by 2:00 p.m. the court day before the hearing. The complete text of the tentative ruling may be accessed on the Court's website or by calling 209-754-6285 and listening to the recorded tentative ruling. If you do not call all other parties and the Court by 4:00 p.m. the court day preceding the hearing, no hearing will be held and the tentative ruling shall become the ruling of the court [emphasis in original.]

Failure to include this language in the notice may be a basis for the Court to deny the motion.

Plaintiff has repeatedly been advised of the need to include this language in all motions before the Court. Most significantly, on April 17, 2026, in a Ruling denying yet another

motion for failure to include the 3.3.7 language, the Court expressly put Plaintiff on notice that any future failures to include the mandatory language would result in denial(s) With prejudice; a point reiterated directly to plaintiff when he appeared that morning for oral argument. Plaintiff's inexplicable continued failure to follow Local Rules and Court Orders borders on contemptuous behavior and gives rise to the disentitlement doctrine negating any claim for Court relief. Accordingly, the motion is **DENIED, WITH prejudice.**

The clerk shall provide notice of this ruling to the parties forthwith. No further formal Order is required.

NICHOLAS v LEMP

25CV48280

PLAINTIFF'S MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT; PLAINTIFF'S MOTION FOR DETERMINATION OF VALIDITY AND ENFORCEABILITY OF 10/6/21 CONTRACT TO MAKE A WILL/DEVISE; PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT/ADJUDICATION

These matters involve real property disputes between Danny E. Nicholas ("Plaintiff") and Lani Arellanes ("Arellanes") and Cathy Lemp ("Lemp.") On

Now before the Court are multiple motions: 1) Plaintiff's motion for leave to file a First Amended Complaint, 2) Plaintiff's motion for summary adjudication; and 3) Plaintiff's motion to determine the validity of contract/will.

I. Background Facts¹

In or around October 24, 2021, Plaintiff entered into an agreement with Lani Arellanes (now deceased) which appears to have been memorialized in a handwritten document prepared and signed by Arellanes ("Agreement") (Petition to Void TOD, Ex. 1.) Pursuant to this Agreement, Plaintiff would build a 3-bedroom home for Arellanes on her property located at 2608 Arrowhead Street ("Arrowhead Property.") Arellanes would provide all materials and tools. In exchange, Arellanes would give Plaintiff a \$53,000 valued 1.1 acre property located at 2044 Yolo Court ("Yolo Property.")

The Agreement also stated:

Should I become disabled or deceased or unable to complete this project to "occupancy" all properties 2044 Yolo Court and 2608 Arrowhead Street will become the property of Danny E. Nicholas to complete his project at Yolo Court. Neither his children nor mine are entitled to either property.

¹ The necessary facts to understand the pending motions are drawn from both filed cases.

Things apparently went awry in this relationship. On May 19, 2023, Plaintiff filed a lawsuit against Arellanes (Case No. 23CV46746) (“Case One”) for breach of contract, common counts and fraud. Plaintiff alleges essentially that Arellanes barred him from returning to the Arrowhead Property, thereby preventing him from finishing the job, and failed to pay him for any of the materials or labor he provided. He further alleges that she never transferred the interest in the Yolo Property. In Case One, Plaintiff seeks \$116,260 in damages and filed a lis pendens on the Arrowhead Property to prevent Arellanes from selling it.

On September 10, 2025, Plaintiff filed a lawsuit against Cathy Lemp (Calaveras County Case No. 25CV48280) (“Case Two”) to void a Transfer on Death deed (“TOD”). Specifically, Plaintiff sought to void the TOD which purported to transfer the Arrowhead Property from Arellanes to Lemp. The TOD appears to have been prepared by the law firm of J Pink Law, was witnessed by Jay Pink, Esq. (“Pink”), and was recorded on May 31, 2022. Plaintiff has also filed a Petition to Determine Succession to Primary Residence pursuant to Probate Code sections 13151 and 13152 in Case Two. According to Plaintiff, Lemp quitclaimed the TOD for the Arrowhead Property to non-party Shane Miranda (“Miranda.”)

The cases are consolidated.

II. Legal Standard and Discussion

A. Motion for Leave to File First Amended Complaint

Plaintiff seeks leave to file a First Amended Complaint (“FAC”) to add Shane Miranda as a party to this matter.²

The court may, in furtherance of justice, and on such terms as may be proper, allow a party to amend any pleading. (Code Civ. Proc. §§ 473 & 576.) Generally, leave to amend should be granted liberally. (*Hirsa v. Superior Court* (1981) 118 Cal.App.3d 486, 488-489.)

² Plaintiff routinely includes Shane Miranda in the caption of his pleadings in this case but Mr. Miranda has never been a party to this matter.

A motion to amend a pleading before trial must include a copy of the proposed amendment or amended pleading. (Cal. Rules of Court, Rule 3.1324, subd. (a)(1).) The motion must also be supported by a declaration which specifies the following: (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. (Cal. Rules of Court, Rule 3.1324, subd. (b).)

Plaintiff's motion does not comply with Cal. Rule of Court 3.1324. First, Plaintiff failed to attach a copy of the proposed amended complaint; Second, there is no declaration setting forth the information as required.

The motion for leave to amend is **DENIED, without prejudice**.

B. Motion for Summary Adjudication

This is Plaintiff's second motion for summary adjudication. The first was denied on the grounds that the motion failed to comply with Code Civil Procedure section 437c(b)(1) because it did not include a "separate statement setting forth plainly and concisely all material facts that the moving party contends are undisputed." In addition, the motion failed to comply with California Rule of Court Rules 3.1350(b) and (c).

The instant motion is also deficient. While plaintiff has submitted a separate statement, it is not in the two-column format mandated by Cal. Rules of Court Rule 3.1350(d)(3). The Court also notes that if Plaintiff is seeking to amend his Complaint, waiting to seek summary adjudication until after the amended complaint has been filed would be a better use of judicial resources.

Accordingly, the motion for summary adjudication is **DENIED, without prejudice**.

C. Motion to Determine Validity of Contract/ Will

Plaintiff seeks an order from the Court determining that Arellanes' handwritten contract was properly executed and valid. Essentially, Plaintiff is making a second motion for summary adjudication which the Court has already denied.

The motion is **DENIED, without prejudice** to refile as a motion for summary adjudication in full compliance with all Rules of Court and statutory requirements..

III. Conclusion

Plaintiff's motion for summary judgment is denied, without prejudice.

Plaintiff's motion to declare contract valid is denied, without prejudice.

Plaintiff's motion for leave to file a first amended complaint is denied, without prejudice.

The clerk shall provide notice of this ruling to the parties forthwith. No further formal Orders are required.