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Our Client

**SUPERIOR COURT OF STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - NORWALK COURTHOUSE**

OUR CLIENT, a limited liability company,

Plaintiff,

v.

BAD GUYS, et al.,

Defendant.

Case No.: 15N05115

**REPLY TO THE OPPOSITION OF BAD
GUYS' OPPOSITION TO OUR
CLIENT'S MOTION FOR NEW TRIAL**

DATE: August 7, 2025

TIME: 10:30 a.m.

DEPT.: Y

RESERVATION ID: 5301565464665

Action Filed: March 28, 2023

Trial: July 23, 2026

Plaintiff replies to each of the arguments in Defendant's Response as follows:

I. Defendant's argument that "Our Client failed to establish an error at law".

Despite the promise of its heading, this "argument" doesn't even purport to show Plaintiff failed to establish an error at law. Instead, Defendant's argument consists of a quote from a case establishing the self-evident proposition with which Plaintiff readily agrees, that a court may not grant a motion for new trial on the ground of error at law unless there actually was an error at law.

II. Defendant's argument that "The Judgment is Governed by SB 1200 and is Unenforceable."

Plaintiff's motion for new trial argues the court committed error at law when it concluded that it lacked jurisdiction to decide Plaintiff's motion to amend the judgment. The Court erred, Plaintiff explained, because that conclusion rested on the court's finding that the judgment had become unenforceable on March 4, 2020 and that finding, in turn, rested on the fact that the judgment was renewed on March 4, 2015 and on the Court's assumption that the judgment in this case was related to a claim for "personal debt" as that term is defined in the renewal statutes and, as such, could be renewed only once, and only for five years.

Plaintiff contends the Court committed error law in two respects:

First, there was no evidence before the court to support the Court's assumption that the judgment was for "personal debt" and, since renewal of the judgment was not subject to the "only once and only for five years" restriction, the 2015 renewal extended the judgment's enforcement period for ten years¹, through and including March 4, 2025, the day Plaintiff's motion to amend first came before the Court for hearing.²

Second, the judgment continued to be enforceable through March 4, 2025 even if it were for "personal debt" because the "only once and only for five years" restrictions on renewing such judgments were added by SB 1200 which became effective on January 1, 2023, and, while the

¹ See *Illiff* and *Fabe* case law

² Senate Bill 1200 (SB 1200) was legislation enacted on September 30, 2022, which amended Code of Civil Procedure sections 683.050, 683.110, 683.120, 683.160, 683.170, and 685.010, affecting the renewal and enforceability of judgments for personal debt.

1 “only once” restriction applies retroactively to judgments that existed on the effective date of the
2 amendments, the “only for five years” restriction does not. Thus, if the judgment were for
3 “personal debt”, it could not be renewed again, but the 2015 renewal extended the judgment’s
4 enforcement period through March 4, 2025.

5 In this section of his opposition, Defendant responds to the second half of Plaintiff’s
6 argument: if the judgment was for “personal debt”, it continued to be enforceable until
7 March 4, 2025 because the “only for five years” restriction on renewal does not apply
8 retroactively. Defendant agrees with Plaintiff, conceding that statutes do not apply retroactively
9 absent a clear indication of legislative intent that it apply retroactively. Defendant also agrees
10 with Plaintiff that the Legislature clearly indicated its intent that the “only once” restriction apply
11 retroactively – as amended, CCP 683.120(c) expressly provides that the “only once” restriction
12 applies to judgments that were renewed prior to the effective date of the amendments. Defendant
13 insists that the Legislature also clearly indicated its intent that the “for only five years” restriction
14 also apply retroactively. However, Defendant fails to cite anything in the language of the statute
15 or elsewhere indicating a legislative intent that the “for only five years” restriction also applies
16 retroactively.

17 Nor does Defendant address Plaintiff’s argument, on p.11, n.5 of the Motion, that if the
18 “for only five years” restriction applied retroactively, the statute would be unconstitutional.

19 Thus, whether the judgment is for “personal debt” or not, it continued to be enforceable
20 on the day the motion to amend first came before the Court, so the Court committed error at law
21 in concluding it lacked jurisdiction to hear Plaintiff’s motion to amend.

22 As further discussed in Section IX below, the Court’s March 4, 2025 ruling was not
23 dismissed on the merits but merely stayed to allow Defendant time to obtain counsel. Plaintiff’s
24 position remains that the motion to amend was properly before the Court while the judgment was
25 still enforceable.

1 **III. The Court’s March 4 Ruling Was Tentative Only Due to Bad Guy’s Request for**
2 **Counsel, Not Due to Substantive Deficiency**

3 Bad Guy's attempt to discredit the Court’s March 4, 2025 ruling by labeling it “tentative”
4 ignores both the procedural context and the Court’s clear judicial intent. At the March 4 hearing,
5 the Court expressed agreement with Our Client’s motion to amend the judgment to include the
6 proper parties and enforce the outstanding debt. The ruling was stayed—not rejected—solely to
7 allow Scoundrel time to obtain legal counsel, a procedural courtesy extended by the Court. The
8 order remained substantively valid and would have been issued *nunc pro tunc* to March 4 had
9 Scoundrel not attempted to derail enforcement through procedural technicalities rather than a
10 substantive challenge.

11 Critically, the Court never denied the motion to amend on its merits. Scoundrel filed no
12 substantive opposition to the motion or to the proposed charging order—both of which were
13 central to judgment enforcement and alter *ex* liability. Instead, he exploited calendaring
14 confusion and procedural gaps to obstruct enforcement of a judgment he never directly contested.

15 The Court’s reference to the March 4 ruling as “tentative” in its May 15, 2025 order
16 merely reflected the temporary stay it granted to accommodate Bad Guy's representation—not a
17 substantive rejection of the proposed order. The tentative designation did not alter the Court’s
18 intent or its authority to act on the motion. Our Client’s reliance on the March 4 proceeding was
19 proper under Code of Civil Procedure §§ 683.020 and 683.180, both of which emphasize the
20 Court’s continued jurisdiction and intent to enforce—not merely the issuance of a final signed
21 order. As discussed in Section II, the judgment remained fully enforceable through March 4, 2025,
22 and the motion was timely and properly before the Court on that date.

23 **IV. Defendant’s argument that “The Charging Order Does Not Change the Fact that**
24 **the Debt is Consumer in Nature and Subject to SB1200”.**

25 In this section of his Opposition, Defendant addresses the first half of Plaintiff’s argument
26 outlined above – that the restrictions on renewal imposed by the amendments to the renewal
27 statutes known as SB 1200 and do not apply to this judgment.
28

1 Defendant misconstrues Plaintiff's argument. Plaintiff does not contend that issuance of
2 the charge order had the effect of converting a judgment for "personal debt" into another type of
3 judgment. Plaintiff contends there was no evidence before the court to support the Court's implied
4 finding that the judgment qualified as one for "personal debt".

5 The term "personal debt" is defined by Code of Civil Procedure § 683.110(d)(3) as
6 "money due or owing or alleged to be due or owing from a natural person arising out of a
7 transaction in which the money, property, insurance, or services which are the subject of the
8 transaction are primarily for the debtor's personal, family, or household purchases. Defendant
9 cannot point to any evidence in the record tending to prove that this judgment satisfies those
10 requirements.

11 Moreover, the charging order itself expanded the judgment to include enforcement against
12 a Partnership and Trust—clearly non-consumer entities. The inclusion of these entities reinforces
13 the commercial nature of the debt and further undermines Defendant's attempt to categorize the
14 obligation as "personal." In fact, the Abstract of Judgment and Request for Notice of Judgment
15 Lien were recorded against a commercial property on La Brea Avenue in Inglewood, California.

16 Because it is Defendant who invokes the defense, that the judgment was for "personal
17 debt", he had the burden of proving that fact (Evidence Code 500), and he had the burden of
18 producing evidence proving that fact (Evidence Code 550). To date, Defendant has failed to meet
19 either burden.

20 **V. Scoundrel Has Failed to Meet His Evidentiary Burden Under SB 1200**

21 Bad Guy's claim that the judgment is unenforceable under SB 1200 rests entirely on an
22 unsubstantiated and self-serving assertion that the original debt was "personal." This is legally
23 insufficient. SB 1200 applies only to debts incurred primarily for personal, family, or household
24 purposes, and the burden of proof rests squarely on the debtor to establish those facts. See Evid.
25 Code §§ 500, 550.

26 To date, Scoundrel has produced no competent evidence—no receipts, no credit card
27 statements, no transaction summaries, and no affidavits from third-party witnesses—
28

1 demonstrating how the debt was used. His vague declaration claiming the amount was “about
2 \$7,000” and for personal use is wholly conclusory and unsupported by documentation.

3 In contrast, the record—including the Declaration of Mr. Wiser and Our Client’s internal
4 accounting—shows the debt has consistently been treated, recorded, and pursued as a commercial
5 obligation. Bad Guy’s unsupported claim cannot override the documented business nature of the
6 debt. His failure to meet his evidentiary burden under SB 1200 renders his argument meritless
7 and cannot serve as a basis for denying enforcement of the judgment.

8 **VI. Bad Guy’s Objection to the Declaration of Mr. Wiser Is Legally Baseless and**
9 **Procedurally Misguided**

10 Bad Guy’s objection to the Declaration of Mr. Wiser is meritless and misrepresents both
11 the law and the purpose of the filing. Mr. Wiser, as the managing member and custodian of records
12 for Our Client, was fully authorized to submit a declaration concerning the business records and
13 assignment history related to the judgment. The declaration was properly submitted through
14 licensed counsel, not as a pro se filing, and is based on Mr. Wiser’s regular access to and review
15 of Our Client’s internal records—a routine business practice.

16 The purpose of the declaration was to ensure that the Court has a clear and complete record
17 by outlining the relevant chronology of events and foundational facts concerning the nature of the
18 debt, its consistent treatment as a business obligation, and the assignment history—all of which
19 are maintained and overseen by Mr. Wiser in his capacity as custodian of records. This
20 clarification is necessary to dispel the confusion caused by Bad Guy’s repeated
21 mischaracterizations and unsupported challenges to enforcement.

22 The cases Scoundrel relies on, including *Paradise v. Nowlin*, 86 Cal. App. 2d 897 (Cal.
23 Ct. App. 1948) and *Rogers v. Municipal Court*, 197 Cal. App. 2d 75 (Cal. Ct. App. 1961) involve
24 unauthorized filings by unrepresented business entities. That is not the situation here. Our Client
25 is represented by licensed counsel, and although the declaration was executed by Mr. Wiser, it—
26 along with the Request for Judicial Notice—was formally prepared and submitted by Our Client’s
27 attorney of record.

1 California courts routinely accept declarations from custodians of records in similar
2 circumstances. In *Sharma v. City of Redding*, No. 2:18-cv-01034-KJM-DB, 2020 WL 42242, at
3 *5 (E.D. Cal. Jan. 3, 2020), and *People v. Dorsey*, 240 Cal. App. 4th 613, 622 (Cal. Ct. App.
4 2015), the courts made clear that a custodian need not have personal knowledge of each specific
5 transaction, provided they are familiar with the organization's recordkeeping practices.
6 Mr. Wiser, as managing member and custodian of records for Our Client, satisfies this standard.
7 His declaration was not only appropriate but necessary to establish the factual record. Bad Guy's
8 objection is a distraction, unsupported by law, and should be overruled.

9 **VII. The Judgment Remains Enforceable Under CCP § 337.5(b)**

10 Scoundrel can object, deflect, and mischaracterize the record—but none of that changes
11 the law or the fact that he has made no payments on this judgment and no efforts to satisfy the
12 abstract of Judgments Liens on at least 3 properties. In fact, the debtor committed unlawful acts
13 to bypass said Liens. Code of Civil Procedure § 337.5(b) permits a creditor to bring a new action
14 on a judgment within ten years of entry plus additional time (tolling and appellate time periods).
15 This remedy exists independently of judgment renewal and remains fully available to Our Client.

16 Scoundrel offers no meaningful response to this legal basis and does not dispute that the
17 ten-year enforcement window remains open. The trial court's failure to consider § 337.5(b) was
18 legal error that must be corrected.

19 Rather than make any effort to satisfy his obligation, Scoundrel has spent years using
20 every available tactic to delay enforcement and shield assets—transferring property to LLCs and
21 invoking inapplicable consumer protections. A new trial is not being sought for delay or re-
22 litigation, but to uphold Our Client's statutory right to enforce a valid, unpaid judgment against a
23 debtor who has done everything to avoid paying it.

24 **VIII. Bad Guy Transfers to LLC and Trust Reflect Bad Faith and Support Enforcement**

25 Should it come as any surprise that a debtor who has refused to pay for over a decade is
26 now attempting to shield himself behind technicalities and entities under his control? Scoundrel
27 has taken no meaningful steps to satisfy the judgment. Instead, he has transferred property into
28 the BAD GUYS Trust and affiliated LLCs—conduct that reflects an effort to frustrate

1 enforcement, not financial hardship. He is even identified as a “Partner” in the underlying
2 judgment (RJN, Exh. B), confirming ongoing business interests and access to assets.

3 This is not a case of a struggling consumer overwhelmed by personal debt. It is a
4 commercial judgment, and Scoundrel has made no payments since day one. In *In re Interest*
5 *of M.W.M.*, No. 05-19-00757-CV, 2020 WL 6054337 (Tex. App. Oct. 14, 2020), the court upheld
6 the use of charging orders to reach LLC and partnership interests—even where the debt arose in
7 a personal or domestic context. Here, the basis for such relief is stronger and more urgent.

8 The Court is not required to take pity on a debtor who has spent years avoiding
9 responsibility while taking calculated steps to place his assets out of reach. Code of Civil
10 Procedure §§ 708.310–708.320 give this Court the discretion and authority to enforce the
11 judgment against interests held through LLCs and partnerships. This is precisely the kind of
12 evasive conduct those statutes are designed to address. Bad Guy’s efforts to mischaracterize the
13 debt as “personal” are not only unsupported by evidence—they are belied by his own actions.
14 The Court should not reward such bad faith.

15 **IX. A New Trial Is Warranted to Correct Legal and Procedural Errors**

16 Our Client’s Motion is not a delay tactic or procedural maneuver. It is a timely and
17 narrowly focused request to restore due process, correct significant legal and calendaring errors,
18 and ensure enforcement of a valid commercial judgment that has remained unpaid for over a
19 decade. The objection to the Wiser declaration is meritless; it was properly submitted through
20 counsel by the managing member and custodian of records to clarify foundational facts regarding
21 the nature and history of the debt. Similarly, Bad Guy’s attack on the Request for Judicial Notice
22 is unfounded. The documents referenced are part of the official record. Our Client merely pointed
23 to them to assist the Court in evaluating key facts that were previously overlooked or missed—
24 not to introduce new evidence.

25 Scoundrel has taken no steps to satisfy his obligation. Instead, he has actively sought to
26 avoid enforcement—transferring assets to LLCs, misapplying SB 1200, and seizing procedural
27 irregularities to distract from the core issue. His objections should not be allowed to override the
28 judicial process or excuse a long-standing debt.

1 **X. CONCLUSION**

2 The Court has full authority under Code of Civil Procedure § 657 to vacate the
3 May 15, 2025 ruling and grant a new trial. Doing so is not just appropriate—it is essential to
4 prevent further injustice and uphold the integrity of enforceable judgments.

5 Respectfully submitted,

6
7 DATED: July 1, 2025

8 By _____
9 Great Attorney
10 Attorney for the Plaintiff
11 Our Client
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LIDOSERV'S SAMPLE

PROOF OF SERVICE

I am over the age of 18 years and not a party to the within action. My business address is _____, CA 92584.

On July 1, 2025, I served the document described as **[DOCUMENT NAME]** on the interested parties below:

☒ **BY ELECTRONIC TRANSMISSION** - I transmitted a PDF version of this document by electronic mail to the party identified in the service list using the e-mail address indicated.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 1, 2025, at _____, California.

Signor