BENJY LAW CORPORATION

FOR JUDGMENT CREDITORS

A PLAIN-ENGLISH FIELD GUIDE TO COLLECTING

War Stories *from the* Judgment Docket

Real California court cases on money judgments: how creditors protected the collection, fixed liens, found assets, levied, and kept the judgment alive, where they won, where they lost, and what to do on your next file.

29	10	38
REAL CASES	LESSONS	QUESTIONS ANSWERED

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START HERE

How to use this guide

Winning the judgment is the halfway point. Collecting it is a second case, with its own rules, forms, and deadlines, against a debtor who often has had months to prepare. This guide teaches that second case through real, published California decisions: creditors who collected, and creditors who lost a lien, a levy, or the whole judgment to one avoidable mistake.

You do not need to read it front to back. The parts follow the life of a collection file: protecting assets before judgment, getting the judgment right, fixing liens and finding assets, levying, reaching hard-to-reach property, and keeping the judgment alive. If you are working a file right now, go to the part that fits it, read the war stories, and then read the Take-Away at the end.

WAR STORY
A real court decision in plain words: what happened, what the court decided, and what to do and not do.

LESSON
A rule of the road, pulled out of the cases, that applies to almost every collection file.

FAQ
Short answers to the questions judgment creditors actually ask.

TAKE-AWAY
The end-of-part summary. If you read nothing else, read these.

A word about scope. This guide covers enforcing **money judgments in California state court** under the Enforcement of Judgments Law, with notes on federal, sister-state, and foreign-country judgments. Judgments on consumer debts carry additional protections and procedures; ask before you enforce one.

A word about the stories. Each story is a short summary of a court's published opinion. The facts are the facts as the court described them. A decision states a legal rule; it does not predict how your file will turn out. Case names and citations appear with each story and in the index at the back.

A word about numbers. Exemption amounts, the homestead exemption, wage-garnishment limits, and filing fees change, some every year. The figures here are as of November 2026. Check the current Judicial Council forms before relying on any of them.

This guide is general information about California law as of November 2026. It is not legal advice, and reading it does not create an attorney-client relationship with Benjy Law Corporation. Laws, dollar amounts, and deadlines change. For advice about a particular judgment, talk to a lawyer. Prior results do not guarantee a similar outcome.

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I

PART I

Before judgment: protecting the collection

Most collection files are won or lost before the judgment is signed. A lawsuit takes a year or two. That is plenty of time for a debtor to sell the equipment, deed the house to a relative, or let the company run dry.

California gives a creditor tools to hold assets in place while the case is pending, and tools to pull assets back after they have been moved. Each tool has a narrow doorway. This part shows which door fits which file, and what happens to creditors who pick the wrong one.

WAR STORIES IN THIS PART

01 The debtor's cross-complaint did not stop the attachment

02 The same tool worked once the property had been transferred

03 The divorce papers were signed weeks after the tentative decision

04 The partners' draws were pay for work, not a fraud on the landlord

05 Undoing the transfer did not buy a second judgment against the debtor

Holding assets in place

WAR STORY 01 ATTACHMENT

The debtor's cross-complaint did not stop the attachment

Lydig Construction, Inc. v. Martinez Steel Corp. (2015) 234 Cal.App.4th 937 · California Court of Appeal

WHAT HAPPENED

A general contractor on a county jail project sued its steel subcontractor for more than $200,000. Its evidence: the subcontractor could not buy steel, could not post its bonds, and had diverted 100,000 pounds of the contractor's steel to other jobs. The contractor asked for a writ of attachment and backed the request with business records and employee declarations. The subcontractor answered with a one-employee declaration and, on the day of the hearing, a cross-complaint claiming it was owed more than it owed.

WHAT THE COURT DECIDED

The trial court attached $203,315 and the Court of Appeal affirmed. A cross-complaint reduces an attachment only if the debtor's own claim is one that could support an attachment, and that means the debtor must show its claim is probably valid. A bare statement that the debtor "will vehemently dispute" the numbers at trial was not evidence. The contractor's accounting records and delivery log were.

DO

Build the attachment application like a trial exhibit binder: the contract, the invoices, the ledger, and a witness with personal knowledge of each number.

DON'T

Don't assume a counterclaim kills the remedy. And don't file a thin application; the court weighs evidence, not accusations.

The same tool worked once the property had been transferred

Kirkeby v. Superior Court (2004) 33 Cal.4th 642 · California Supreme Court

WHAT HAPPENED

A shareholder sued her brother and his wife, claiming they had looted the family company. One of her 27 claims was for fraudulent transfer. She alleged the couple had moved a rental property and the family home into a family limited partnership to defeat creditors, and she asked the court to void those transfers. She recorded a lis pendens on both properties. The trial court expunged it because the case was "primarily about money."

WHAT THE COURT DECIDED

The California Supreme Court reversed. A claim that asks the court to void a transfer of specific real property would, if it succeeds, affect title to that property. That makes it a real property claim, and it supports a lis pendens. The court acknowledged that the tool can be abused to pressure a settlement, and pointed to the other protections in the statute as the answer.

DO

When real property has already been moved out of the debtor's name, plead a claim to void that transfer and identify the property by address and legal description.

DON'T

Don't read this case as permission to tie up property the debtor still holds. That is the previous story.

LESSON

Pick the remedy that fits the claim

Four tools hold assets in place before judgment. Each one has an entry requirement, and courts enforce it.

- → **Attachment.** For a contract claim of a fixed or readily ascertainable amount that is commercial in nature and not secured by real property. You must show the claim is probably valid and post an undertaking. A wrongful attachment exposes you to the debtor's damages and attorney fees.
- → **Temporary protective order.** A short-term order, requested with the attachment application, that bars the debtor from transferring the described property until the attachment hearing.
- → **Lis pendens.** Only when the lawsuit itself puts title or possession of specific real property at stake.
- → **Injunction or receiver.** Available in the right case, including a voidable-transfer case, but each needs a specific showing, and a receiver is expensive. Courts treat a receiver as a last resort.

Sources: Code Civ. Proc., §§ 483.010, 484.090, 486.010 et seq., 490.010 et seq. (attachment); §§ 405.4, 405.20, 405.31 (lis pendens); § 564 (receivers); Civ. Code, § 3439.07.

When the assets have already moved

WAR STORY 03 VOIDABLE TRANSFERS

The divorce papers were signed weeks after the tentative decision

Filip v. Bucurenciu (2005) 129 Cal.App.4th 825 · California Court of Appeal

WHAT HAPPENED

A creditor sued a man for fraud. Soon after the suit was filed, the man and his wife put four parcels into a family trust. After the judge announced a tentative decision for $249,000, the couple signed a property settlement giving the wife two of the parcels. A week later the wife and her daughter formed a corporation, and the trust deeded a parcel to it. Loan papers signed afterward still listed husband and wife together. The creditor's judgment came to $366,388.77. He then sued the wife and the corporation to undo the transfers.

WHAT THE COURT DECIDED

The creditor won, and the Court of Appeal affirmed. Intent to defraud is a question of fact, usually proved by circumstances: a transfer to an insider, made after the debtor was sued, with the debtor keeping control. A divorce settlement does not shield a transfer; the voidable-transfer law applies to it like any other. The trial court set the transfers aside and authorized the creditor to foreclose on two of the properties.

DO

Build a timeline. Put the lawsuit, the rulings, and every deed, entity filing, and loan application on one page. The pattern is the proof.

DON'T

Don't walk away because the transfer was papered as a divorce, a trust, or "estate planning." Courts look at what happened and when.

The partners' draws were pay for work, not a fraud on the landlord

Annod Corp. v. Hamilton & Samuels (2002) 100 Cal.App.4th 1286 · California Court of Appeal

WHAT HAPPENED

A law firm stopped paying rent in September 1995 and dissolved in January 1996. The landlord got a judgment against the firm for $839,971.49 and collected nothing. It then sued the individual partners, arguing that every draw they took while the rent went unpaid, roughly $400,000, was a fraudulent transfer that should have gone to the landlord.

WHAT THE COURT DECIDED

The partners won on summary judgment, and the Court of Appeal affirmed. The draws were payment for legal work the partners had actually done. They were smaller than in earlier periods and a fraction of the receivables the partners generated. Paying an existing debt is "value" under the statute, and a debtor may pay one creditor ahead of another. Three badges of fraud were present (insiders, pending litigation, insolvency), but badges do not create a presumption, and the landlord had no other evidence.

DO

Before you sue the people who got paid, ask what the debtor received in return. Wages, loan repayments, and trade payments usually count as value.

DON'T

Don't confuse "they paid someone else instead of me" with a voidable transfer. Preferring another creditor is not, by itself, fraud.

The debtor's best counter: a transferee who took in good faith and gave reasonably equivalent value has a complete defense to an actual-intent claim (Civ. Code, § 3439.08, subd. (a)).

Undoing the transfer did not buy a second judgment against the debtor

Renda v. Nevarez (2014) 223 Cal.App.4th 1231 · California Court of Appeal

WHAT HAPPENED

A creditor held an $817,429.55 judgment. The debtor did not pay and moved money to what the creditor called sham entities. He filed a second lawsuit to attack the transfers. A jury found the debtor had transferred $450,000 with intent to hinder, delay, or defraud him. He then asked for a new $450,000 money judgment against the debtor herself, on top of the first judgment.

WHAT THE COURT DECIDED

The court said no, and the Court of Appeal affirmed. The creditor got the transfers voided and a $450,000 judgment against the entities that received the money. But the debtor already owed him that money under the first judgment. A second judgment against her for the same loss would be a double recovery. If the law should punish debtors more for moving assets, the court said, that is for the Legislature.

DO

Aim the transfer case at the people and entities that received the property. They are the new pockets.

DON'T

Don't budget a transfer case expecting a bigger judgment against the debtor. The goal is reach, not a larger number.

~~MYTH~~	REALITY
I have to wait for a judgment before I can touch the debtor's assets.	Not always. On a qualifying commercial contract claim, a court can attach assets at the start of the case. The bar is evidence that your claim is probably valid.
~~MYTH~~	REALITY
The debtor owns a building, so I can record a lis pendens.	Only if your lawsuit is about title to or possession of that building. A claim for money is not. A claim to void a transfer of the building is (*Kirkeby*).
~~MYTH~~	REALITY
It went to his wife in the divorce, so it is gone.	A transfer under a marital settlement agreement can be attacked like any other transfer (*Mejia*; *Filip*).

~~MYTH~~	REALITY
Any payment the debtor made while owing me money can be clawed back.	No. A payment for real value, including payment of an existing debt, is generally safe even if it left nothing for you (*Annod*).

FAQ Before judgment

Q Which claims should my complaint include?

Every claim the facts support, weighted toward the ones that help you collect. A written contract with an attorney-fee clause lets you add later enforcement fees to the judgment. A guaranty gives you a second pocket. An account stated or open book account can be simpler to prove. A fraud claim, where the facts honestly support it, may matter later if the debtor files bankruptcy. Name the debtor exactly as the name appears on title and bank records, with every alias and business name.

Q What does a court need to see before it will issue a writ of attachment?

A claim for money based on a contract, in a fixed or readily ascertainable amount of at least $500, that is commercial and not secured by real property. You must show by admissible evidence that you are more likely than not to win, and you must post an undertaking. Check the current undertaking amount before you file.

Code Civ. Proc., §§ 481.190, 483.010, 484.090, 489.210; *Lydig Construction, Inc. v. Martinez Steel Corp.* (2015) 234 Cal.App.4th 937.

Q What is the risk if I attach and then lose?

You can be liable for wrongful attachment, which includes the debtor's damages and attorney fees. An attachment lien also ends if the debtor files bankruptcy or makes a general assignment for creditors within 90 days after it was created.

Code Civ. Proc., §§ 490.010, 490.020, 493.030.

Q What makes a transfer "voidable"?

Either of two things. First, the debtor made it with actual intent to hinder, delay, or defraud a creditor. Courts infer intent from the "badges of fraud" listed in the statute. Second, the debtor did not receive reasonably equivalent value and was insolvent or left with too little to operate. No bad intent is needed for the second kind.

Civ. Code, §§ 3439.04, 3439.05; *Filip v. Bucurenciu* (2005) 129 Cal.App.4th 825.

Q How long do I have to attack a transfer?

Generally four years from the transfer. For an actual-intent claim, you also have one year from when the transfer was or reasonably could have been discovered, if that is later. Either way the claim is extinguished seven years after the transfer. That outer limit does not bend.

Civ. Code, § 3439.09.

Q The debtor sold the whole business. Do I have a claim against the buyer?

Possibly. When a California business sells more than half of its inventory and equipment outside the ordinary course, the Bulk Sales Law requires advance notice to creditors. A buyer who skips the notice can be liable to the seller's creditors. The time to sue is short, generally one year from the sale, so act quickly.

Com. Code, §§ 6102, 6104, 6105, 6107, 6110.

Q Does the debtor's unpaid future obligation make the debtor "insolvent"?

Not necessarily. The California Supreme Court held that future child support, which is paid from future income, is not counted as a present debt when testing insolvency. The same case confirmed that divorce transfers are open to attack for actual fraud.

Mejia v. Reed (2003) 31 Cal.4th 657.

TAKE-AWAY

Before judgment

1. **Plead for collection.** Fee clause, guaranty, exact names. The complaint decides what the judgment can reach.
2. **Match the tool to the claim.** Attachment for commercial contract debts. Lis pendens only when title is at stake.
3. **Bring evidence, not suspicion.** Provisional remedies are decided on declarations and documents.
4. **Watch the calendar on transfers.** Four years, one year from discovery, and a seven-year wall.
5. **Follow the property, not the debtor.** A transfer case is aimed at whoever received the asset.

II

PART II

Getting the judgment right

The judgment is the document every later step depends on. The clerk issues the writ from it. The recorder indexes the lien from it. The sheriff levies on the name it uses. If the name is wrong, the amount is wrong, or the wrong party is on it, every step that follows inherits the mistake.

This part covers the judgment itself: how it is entered, how it grows with interest and costs, and how a court can add the person or company that really stands behind the debtor. It also covers the limits. Courts protect the people you try to add, and they will not enforce a settlement that punishes more than it compensates.

WAR STORIES IN THIS PART

06 A $75,000 settlement could not turn into a $300,000 judgment

07 Ten percent, simple, and the judge cannot add more

08 The last check cleared ten days before the fee motion was filed

09 Forty-seven million dollars became thirteen thousand

10 A default judgment against the shell could not be stretched to its owners

11 The debtor's own LLC could be added to the judgment against him

The paper

WAR STORY 06 STIPULATED JUDGMENTS

A $75,000 settlement could not turn into a $300,000 judgment

Vitatech Internat., Inc. v. Sporn (2017) 16 Cal.App.5th 796 · California Court of Appeal

WHAT HAPPENED

A manufacturer sued a customer and its guarantor for about $166,000 in unpaid invoices. The defendants denied liability. On the eve of trial the parties settled for a single payment of $75,000. The defendants also signed a stipulation for entry of judgment "in the full prayer of the Complaint," which the manufacturer agreed to hold unless they missed the payment date. They missed it. The manufacturer filed the stipulation and the court entered judgment for more than $300,000, including interest, attorney fees, and costs.

WHAT THE COURT DECIDED

The Court of Appeal ordered the judgment vacated and replaced with a judgment for $75,000 plus trial court costs. A judgment for more than four times the settlement amount bore no reasonable relationship to the harm a late payment could cause. That made it an unenforceable penalty, and a judgment built on a penalty is void and can be set aside. Calling the $75,000 a "discount" did not help, because the defendants had never admitted they owed the larger sum.

DO

If the debtor truly owes the full amount, have the debtor admit both liability and the amount in the settlement, and keep any added sum tied to real costs: interest on the unpaid balance and collection fees. Even then, expect a court to look hard at a default figure far above the settlement payment.

DON'T

Don't treat a stipulated judgment as a hammer. An oversized default number can cost you the whole stipulation.

Ten percent, simple, and the judge cannot add more

Westbrook v. Fairchild (1992) 7 Cal.App.4th 889 · California Court of Appeal

WHAT HAPPENED

A jury awarded a plaintiff $500,000 in damages and $200,000 in punitive damages in a dispute over a contract to make a will. After an appeal, the trial court signed an amended judgment that awarded interest on both sums compounded, running until the judgment was paid. The defendant appealed the interest award.

WHAT THE COURT DECIDED

The Court of Appeal reversed the interest order. The Constitution and the statute set postjudgment interest at 10 percent simple interest on the unpaid principal. No statute allows compounding, and a trial court has no general equitable power to exceed the legal rate, however badly the debtor behaved. The court noted one built-in route to interest on interest: when a judgment is renewed, the accrued interest becomes part of the new principal.

DO

Compute interest as simple interest on the unpaid principal from the date of entry, and keep a running ledger of every payment and cost.

DON'T

Don't compound interest in a writ, a payoff demand, or a lien. An inflated number invites a motion and undermines your credibility with the court.

LESSON

Interest runs by itself. Costs do not.

Interest and enforcement costs are both part of what the debtor owes, but they get there in different ways.

- → **Interest is automatic.** It accrues on the unpaid principal from the date the judgment is entered, whether or not the judgment says so.
- → **The rate is 10 percent a year** for most judgments. A lower 5 percent rate applies to certain judgments entered or renewed on or after January 1, 2023, against individuals on medical debt and smaller personal debt. Check which rate applies before you compute.
- → **Costs must be claimed.** Filing fees, levy fees, and other enforcement costs are added only if you file a memorandum of costs (form MC-012) or a motion. Claim them within two years after you spend the money, and before the judgment is paid in full.
- → **Attorney fees for enforcement are costs only in some cases.** The usual route is a judgment that already includes a contract-based fee award.

Sources: Code Civ. Proc., §§ 685.010, 685.020, 685.040, 685.070, 685.080.

The last check cleared ten days before the fee motion was filed

Conservatorship of McQueen (2014) 59 Cal.4th 602 · California Supreme Court

WHAT HAPPENED

A conservator won a financial elder abuse judgment. While the defendant's appeal was pending, the conservator filed a separate lawsuit alleging she was moving real estate out of her name to avoid the judgment, and later settled it. After the appeal failed, the defendant paid the judgment and interest in installments. Her final check was honored on July 15, 2011. On July 25 the conservator filed a motion for the attorney fees spent on the appeal and on the transfer lawsuit.

WHAT THE COURT DECIDED

The California Supreme Court split the request. Fees for defending the judgment on appeal are not enforcement costs; they are recovered under the ordinary fee rules, so that part was timely. Fees for the transfer lawsuit were enforcement costs. A motion for those must be made before the judgment is satisfied in full. Once the final check cleared, the judgment was satisfied, whether or not anyone had signed an acknowledgment. That part came too late.

DO

When a payoff is coming, file the memorandum of costs or fee motion first. Then accept the final payment.

DON'T

Don't quote or accept a "payment in full" figure that leaves out enforcement costs and fees you still plan to claim.

The parties

WAR STORY 09 ALTER EGO

Forty-seven million dollars became thirteen thousand

Greenspan v. LADT LLC (2010) 191 Cal.App.4th 486 · California Court of Appeal

WHAT HAPPENED

A developer ran his projects through several limited liability companies, moved their ownership into a trust for his children, and named his brother trustee. A seller won an $8.45 million arbitration award against two of the companies for breach of contract. The developer himself won the claims made against him personally. Around the time of the arbitration one company had taken in more than $47 million in sales. When the creditor went to collect, less than $13,000 was left. After debtor examinations, he moved to add the developer, the trustee, and two affiliated companies to the judgment. The trial court refused.

WHAT THE COURT DECIDED

The Court of Appeal reversed. A court may amend a judgment to add an alter ego of the judgment debtor; in theory it is naming the real defendant. The developer's win in arbitration did not protect him, because adding him would not mean he breached the contract, only that he disregarded the companies' separate existence. And although a trust cannot be an alter ego because it is not a legal entity, its trustee can be added. The trial court had also wrongly excluded most of the creditor's evidence.

DO

Use the debtor examination and bank subpoenas to trace where the money went, then bring the alter ego motion in the same case.

DON'T

Don't give up because the person behind the company was dismissed or won at trial on a different claim.

The debtor's best counter: due process. The person to be added must have controlled the defense of the case, so that the person's interests were effectively represented (*Toho-Towa Co., Ltd. v. Morgan Creek Productions, Inc.* (2013) 217 Cal.App.4th 1096).

A default judgment against the shell could not be stretched to its owners

Motores de Mexicali, S.A. v. Superior Court (1958) 51 Cal.2d 172 · California Supreme Court

WHAT HAPPENED

A seller of used cars was paid with bank drafts that bounced. The drafts were issued under a trade name registered to a corporation, so the seller sued only the corporation and took a default judgment for $26,900.83. The corporation went bankrupt. Years later the seller asked the court to add three individuals to the judgment, alleging they ran the corporation as their alter ego and drained it.

WHAT THE COURT DECIDED

The California Supreme Court said no. In the earlier cases that allowed an alter ego to be added, the added party had actually controlled and paid for the defense. Here no one defended; the judgment was taken by default. Adding the individuals without letting them contest the underlying claim would deny them due process. They had no duty to step into a lawsuit that made no claim against them.

DO

If you suspect individuals stand behind an empty company, name them in the complaint, or as Does, and serve them.

DON'T

Don't take a quick default against a shell and expect to add the owners later by motion. You will likely need a new lawsuit.

The debtor's own LLC could be added to the judgment against him

Curci Investments, LLC v. Baldwin (2017) 14 Cal.App.5th 214 · California Court of Appeal

WHAT HAPPENED

A developer borrowed $5.5 million personally and did not repay it. The lender's judgment came to about $7.2 million. The developer owned 99 percent of a Delaware LLC formed to hold his and his wife's cash; she owned the other 1 percent. The LLC had distributed about $178 million to the couple in the six years before the judgment and nothing after it. It had also lent $42.6 million to family partnerships and then extended those loans five years for no consideration. A charging order against the LLC produced no money. The lender moved to add the LLC itself as a judgment debtor. The trial court held that California does not allow that.

WHAT THE COURT DECIDED

The Court of Appeal reversed. Reaching a company's assets for its owner's personal debt, called outside reverse veil piercing, is possible for an LLC on facts like these: the debtor controlled the company, no innocent member would be hurt, and the creditor's ordinary remedy against an LLC interest had yielded nothing. The court did not decide whether the veil should be pierced. It sent the case back for the trial court to weigh the usual alter ego factors and whether the creditor had any other adequate remedy.

DO

Document what the ordinary remedies produced. An empty charging order is part of the proof.

DON'T

Don't expect this where the company has real outside owners. Protecting innocent members was central to the ruling.

LESSON

A trust is not a judgment debtor. Its trustee is.

A trust is a relationship, not a legal person. It cannot be sued, and it does not hold title. In one case a buyer won an arbitration award of more than $1.6 million that named a family trust rather than its trustees, had the award confirmed as written, and never corrected it. Years later the court held the judgment could not be enforced against the trust's property.

- → Name the trustee, "as trustee of" the trust, in the complaint, the award, and the judgment.
- → Read a proposed judgment or arbitration award for party names before it is signed. Ask for a correction right away if a name is wrong.
- → If the debtor is an individual who put assets in a revocable living trust, that is a different question, covered in the part on hard-to-reach assets.

Sources: *Portico Management Group, LLC v. Harrison* (2011) 202 Cal.App.4th 464; Prob. Code, § 18004.

FAQ The judgment

Q When does interest start, and does an appeal stop it?

Interest starts when the judgment is entered and keeps running during an appeal. If the appellate court only modifies the amount, interest on the modified amount still runs from the original entry date. If the court truly reverses and a new judgment is entered, interest runs from the new date.

Code Civ. Proc., § 685.020; *Chodos v. Borman* (2015) 239 Cal.App.4th 707.

Q Can we agree to a higher interest rate in a stipulated judgment?

Not once it is an enforceable judgment. A judgment entered on a stipulation has the same effect as one entered after trial, and it bears the legal judgment rate. In one case a stipulated judgment at 15 percent was cut back to the legal rate once the creditor moved to enforce it.

John Siebel Assocs. v. Keele (1986) 188 Cal.App.3d 560; Code Civ. Proc., § 685.010.

Q What does it take to turn a settlement into a judgment?

The settlement must be made while the case is pending, either orally before the court or in a signed writing. Today a party's attorney may sign for the party. If the case will be dismissed while payments are made, stipulate, in writing or on the record before dismissal, that the court keeps jurisdiction to enforce the settlement.

Code Civ. Proc., § 664.6.

Q The judgment has a mistake in it. Can it be fixed?

It depends on the kind of mistake. If the paper does not match what the court actually decided (a misspelled name, a wrong figure, an omitted term), that is a clerical error and the court can correct it at any time. If the court decided the point wrongly, that is a judicial error, and the remedies are a timely post-trial motion or an appeal.

Code Civ. Proc., § 473, subd. (d).

Q Can I add my attorney fees for collecting to the judgment?

Only if the law provides for it. The common route is a judgment that already includes attorney fees awarded under a contract. Then reasonable fees spent enforcing the judgment are recoverable as costs. That can include fees spent defeating the debtor's separate lawsuit aimed at shrinking the judgment. A pretrial settlement offer under section 998 limits prejudgment costs; it does not limit the costs of enforcing the judgment afterward.

Code Civ. Proc., § 685.040; *Globalist Internet Technologies, Inc. v. Reda* (2008) 167 Cal.App.4th 1267; *Elmi v. Related Management Co., L.P.* (2025) 108 Cal.App.5th 683.

Q Do I have to prove the owners acted in bad faith to add them as alter egos?

No. The test is a unity of interest and ownership between the person and the company, and an inequitable result if the company alone is treated as the debtor. One Court of Appeal reversed a trial court for reading California law too narrowly, as though it required a sham, bad faith, or intent to defraud.

JPV I L.P. v. Koetting (2023) 88 Cal.App.5th 172.

Q I sued two co-signers but only served one. Can I reach the other?

Possibly. When a judgment on a contract is entered against fewer than all of the people jointly liable, the Code of Civil Procedure allows a summons to be issued afterward requiring the unserved co-obligor to show cause why he or she should not be bound. The person can still contest liability.

Code Civ. Proc., §§ 989–994.

TAKE-AWAY

The judgment

1. **Names decide reach.** The exact legal name, every alias, and the trustee rather than the trust.
2. **Interest is automatic; costs are not.** File the cost memorandum on a schedule, and always before the final payment.
3. **Ten percent simple.** No compounding, and a lower rate on some consumer judgments.
4. **Settlements that punish get voided.** Tie any default amount to what the debtor admits is owed.
5. **Alter ego motions need a contested case.** A default against a shell usually stops at the shell.

III

PART III

Liens and finding the money

A judgment by itself attaches to nothing. Until you create a lien, the debtor can sell or borrow against property and other creditors can step ahead of you. Liens are cheap, they are quiet, and they set your place in line. That is why they come first.

Then comes the search. California lets a judgment creditor question the debtor under oath, demand documents, and examine third parties who hold the debtor's property. These are strong tools with firm limits. The stories in this part show creditors who lost a lien over one blank on a form, and creditors who learned where the edges of an examination are.

WAR STORIES IN THIS PART

12 "Unknown" was not true, and the lien was void

13 The lien was recorded under a name that was not on title

14 The creditor examined the debtor's lawyer about his other clients

15 "Where are the cars now?" was a fair question

16 A notice of appeal stopped the contempt hearing

Liens: your place in line

WAR STORY 12 ABSTRACT OF JUDGMENT

“Unknown” was not true, and the lien was void

Keele v. Reich (1985) 169 Cal.App.3d 1129 · California Court of Appeal

WHAT HAPPENED

A creditor won a money judgment in May 1981 and recorded an abstract of judgment that October. The form asked for the debtor’s Social Security and driver’s license numbers. The creditor marked both “unknown,” although the Social Security number appeared in an exhibit to her own verified complaint. After the abstract was recorded, the debtor transferred his interest in a property to his wife in their divorce. She sued for a declaration that the lien was invalid.

WHAT THE COURT DECIDED

She won on appeal. The statute said the abstract “shall” contain the number if the creditor knows it. Leaving out required information that the creditor had, or could immediately get, nullified the abstract. It did not matter that no one was actually confused about who the debtor was. The question is whether the abstract complied with the statute, and the cases that excuse minor defects all involved abstracts that contained every required item.

DO

Fill in every blank on the abstract from your own file: the credit application, the complaint, the deposition. Today the form calls for the last four digits of the Social Security and driver’s license numbers, if known.

DON’T

Don’t write “unknown” to save time. If the information is in your file, you know it.

Since this case: the statute now lets a creditor record an amendment to add a missing number, with priority back to the original recording date, except against a buyer or lender who took an interest in between without actual notice (Code Civ. Proc., § 674, subd. (b)).

The lien was recorded under a name that was not on title

Vasquez v. LBS Financial Credit Union (2020) 52 Cal.App.5th 97 · California Court of Appeal

WHAT HAPPENED

In 2008 a credit union obtained two judgments and recorded abstracts against "Wilbert G. Guerrero." The debtor held title to his house as Guillermo Guerrero. In 2015 he sold the house to a couple for $435,000. A title search under the name on the deed did not turn up the abstracts. One page of the purchase agreement had "Wilbert Guillermo Guerrero" handwritten under the seller's signature. A year after closing, the credit union demanded $72,166.25 from the buyers and their lender and threatened to foreclose.

WHAT THE COURT DECIDED

The buyers kept the house free of the liens. After a trial, the court found they were bona fide purchasers without notice, and the Court of Appeal affirmed. An abstract recorded under a name that is not in the chain of title does not give constructive notice. One handwritten name on a 10-page form did not put the buyers on inquiry. The burden is on the creditor to record under the name on title, not on a buyer to search every variation.

DO

Pull the vesting deed before you record. If title is held under a different name, get the additional name onto the abstract through an affidavit of identity, or amend the judgment.

DON'T

Don't record and forget. The credit union waited eight years to act, and by then the property had been sold.

Four judgment liens at a glance

LIEN	HOW YOU CREATE IT	WHAT IT REACHES	HOW LONG IT LASTS
Real property judgment lien	Record an abstract of judgment (form EJ-001) with the county recorder	The debtor's real property interests in that county, including property acquired later. Not rents.	10 years from entry of the judgment. Extended only if a certified copy of the renewal application is recorded before it expires.
Personal property judgment lien	File a notice of judgment lien (form JL-1) with the Secretary of State	Listed business assets such as accounts receivable, equipment, and inventory. Not registered vehicles.	5 years from filing. Can be continued.
Examination lien	Personally serve the debtor with the order to appear for examination	The debtor's nonexempt personal property	1 year from the date of the order, unless the court extends it

LIEN	HOW YOU CREATE IT	WHAT IT REACHES	HOW LONG IT LASTS
Lien in a pending action	File a notice of lien in the lawsuit where the debtor is a party, and serve the parties	Whatever the debtor recovers in that lawsuit, by judgment or settlement	While that lawsuit is pending, until your judgment is satisfied or the lien is released

LESSON

First in time, with exceptions

When several creditors hold liens on the same asset, the general rule is that the earlier lien is paid first. That is why speed matters more than size.

- → **Your date can reach back.** If you obtained an attachment lien before judgment, the judgment lien on the same property generally takes the attachment's earlier date.
- → **Purchase money comes first.** A lender who finances the debtor's purchase of a property is generally ahead of judgment liens already recorded against the buyer.
- → **Tax liens follow their own rules.** Federal tax liens in particular are governed by federal law. Have counsel rank them before you spend money on a sale.
- → **Run the numbers before you enforce.** Value, minus senior liens, minus any exemption, minus costs of sale. If nothing is left, the lien may still be worth holding until the debtor sells or refinances.

Sources: Civ. Code, §§ 2897, 2898; Code Civ. Proc., §§ 697.020, 697.380; 26 U.S.C. § 6323.

WAR STORY 14

THIRD-PARTY EXAMINATIONS

The creditor examined the debtor's lawyer about his other clients

Fox Johns Lazar Pekin & Wexler, APC v. Superior Court (2013) 219 Cal.App.4th 1210 · California Court of Appeal

WHAT HAPPENED

Creditors holding a judgment of more than $2.7 million examined the debtor company's chief financial officer and received a large document production. They then obtained an order to examine the debtor's trial lawyer as a third party, and subpoenaed his firm's records. Their questions went to the firm's other clients, its billings for those clients, and entities that might be alter egos of the debtor. The trial court ordered some answers and some documents.

WHAT THE COURT DECIDED

The Court of Appeal directed the trial court to quash the order and the subpoena. The third-party examination statute lets a creditor examine someone who holds the debtor's property or owes the debtor more than $250, about that property or that debt. It does not allow a wider examination. The creditors were free to apply again for an examination that stayed inside those limits.

DO

State in the application exactly what property of the debtor the third party holds, or what the third party owes, and keep the questions there.

DON'T

Don't use a third-party examination order as a general investigation of the witness's own business.

“Where are the cars now?” was a fair question

Yolanda’s, Inc. v. Kahl & Goveia Commercial Real Estate (2017) 11 Cal.App.5th 509 · California Court of Appeal

WHAT HAPPENED

A restaurant company held a $1,892,835 judgment in a lease dispute. A related property management company, named in the judgment until an appeal removed it, had shut down claiming insolvency. One of its principals had started a new management company, and its assets and key employees moved there. At a third-party examination, the old company’s accountant produced papers showing vehicles, leases, and equipment had been transferred to the two principals. His lawyer told him not to say where those assets were now, arguing the statute covers only property the witness still holds.

WHAT THE COURT DECIDED

The trial court ordered the questions answered, and the Court of Appeal left that order in place. Whatever the limits of the third-party examination statute, a companion statute lets a creditor subpoena any witness with information that would help enforce the judgment, and the court has inherent power to shape a fair procedure. The policy of the law favors enforcing judgments. No policy favors concealing a debtor’s assets.

DO

When a witness cuts off questions, take the dispute to the judge and cite both the third-party statute and the witness statute.

DON’T

Don’t accept “I no longer have it” as the end of the examination. Where it went is the point.

A notice of appeal stopped the contempt hearing

Macaluso v. Superior Court (2013) 219 Cal.App.4th 1042 · California Court of Appeal

WHAT HAPPENED

A homebuilder held a judgment of more than $50 million and believed the debtor was hiding assets. It subpoenaed a lawyer who had lent the debtor money and represented him, demanding documents at an examination. The lawyer objected. The trial court overruled every objection and ordered production. The lawyer filed a notice of appeal and did not produce. The trial court, viewing the order as an unappealable discovery ruling, set a contempt hearing.

WHAT THE COURT DECIDED

The Court of Appeal ordered the contempt proceeding vacated. For a third party who is not part of any ongoing lawsuit, an order compelling production is final as to that person. The court held it was appealable, so the appeal stayed the order. Other courts have since disagreed. Days later a different panel of the same court declined to treat a similar order as appealable, and a later decision called that the better general rule because appeals from each discovery order invite delay and concealment.

DO

Plan for delay when you subpoena a resistant third party. Serve early, and keep other enforcement moving in the meantime.

DON'T

Don't press a contempt hearing while an appeal of the same order is pending until the court decides whether the order is appealable.

Before the debtor's examination

- [ ] Apply on the current Judicial Council form and have the order **personally served on the debtor**. Mail and substituted service do not count.
- [ ] Serve it at least **30 days** before the examination date.
- [ ] Serve a subpoena for documents with it: bank statements, titles, leases, payroll and accounting records.
- [ ] If the judgment is on a **consumer debt**, check the additional forms and limits that apply to those examinations.
- [ ] Bring a court reporter if the court does not provide one, and a proposed turnover order in case assets surface.
- [ ] Calendar the lien: one year from the date of the order.

FAQ Liens and discovery

Q What does recording an abstract of judgment actually do?

It creates a lien on the debtor's real property interests in that county, including property the debtor acquires there later. The debtor usually cannot sell or refinance with clear title without paying you. The lien lasts 10 years from entry of the judgment. Renewing the judgment does not extend the lien unless a certified copy of the renewal application is recorded before the lien expires.

Code Civ. Proc., §§ 674, 683.180, 697.310, 697.340.

Q Why is the debtor's examination usually the first discovery step?

Because it does three things at once. The debtor must answer under oath about assets. Personal service of the order creates a one-year lien on the debtor's personal property. And a debtor who was properly served and does not appear can be brought in on a warrant and ordered to pay your attorney fees.

Code Civ. Proc., §§ 708.110, 708.170.

Q How often can I examine the debtor or send interrogatories?

Generally once every 120 days. A second examination inside 120 days needs a showing of good cause. Written interrogatories cannot be served within 120 days after the debtor answered an earlier set or was examined. Make the first round thorough.

Code Civ. Proc., §§ 708.020, 708.110.

Q Can I examine someone other than the debtor?

Yes, if you can show the court that the person holds property in which the debtor has an interest, or owes the debtor more than $250. The examination is about that property or debt. Separately, witnesses with relevant information can be subpoenaed to testify at an examination.

Code Civ. Proc., §§ 708.120, 708.130; *Fox Johns Lazar Pekin & Wexler, APC v. Superior Court* (2013) 219 Cal.App.4th 1210; *Yolanda's, Inc. v. Kahl & Goveia Commercial Real Estate* (2017) 11 Cal.App.5th 509.

Q The examination turned up an asset. Now what?

Ask the court, at the end of the examination, to order the property applied to the judgment. That order also creates a lien. If a third party claims the property as its own or denies owing the debt, the court generally cannot order a turnover on the spot, but it can forbid a transfer while the dispute is resolved.

Code Civ. Proc., §§ 708.180, 708.205.

Q The debtor is suing someone else. Can I get in line for that money?

Yes. File a notice of lien in that lawsuit and serve the parties. After that the debtor generally cannot settle or collect in that case without satisfying your lien or getting your consent or a court order.

Code Civ. Proc., §§ 708.410–708.480.

TAKE-AWAY

Liens and finding the money

1. **Lien first.** Record the abstract in every likely county as soon as the judgment is entered.
2. **The form is the lien.** The right name, the identifying numbers you have, every blank filled.
3. **Search title before you record.** A lien under the wrong name gives notice to no one.
4. **Serve the examination order personally.** Service creates a one-year lien on personal property.
5. **Third-party examinations have a scope.** The debtor's property, the debt owed, and where the assets went.
6. **Calendar every lien's end date.** Ten years, five years, one year. None of them renews by itself.

IV

PART IV

Levies, garnishment and sales

A judgment does not collect itself. The court will not look for the debtor's money, and the sheriff will not go looking either. You get a writ of execution, you tell the levying officer exactly what to take and where, and you pay the fees in advance.

Then the clocks start. The debtor has days to claim an exemption. You have days to oppose it. A stranger may claim the property is his. Most of the stories in this part were won or lost on a deadline, or on what the creditor could prove at a short hearing.

WAR STORIES IN THIS PART

17 "Don't owe any money"

18 The antique dealers' "tools of the trade"

19 Right on the law, but too late

20 The sheriff's sale that could not be undone

How a levy works

LESSON

The writ, the levy, and the lien

Three terms carry most of this part.

- → **Writ of execution.** The court clerk issues it on your application. It is directed to the levying officer of one county, so you need a separate writ for each county where you will levy.
- → **Levy.** The act of reaching a particular asset under the writ: serving a bank, an employer, or someone who owes the debtor money, or recording against real property. A levy must be made within **180 days** after the writ is issued.
- → **Execution lien.** A levy creates a lien on the property levied on. It lasts until two years after the writ was issued, unless the judgment is paid sooner.
- → **Who serves.** The sheriff or marshal, or for some kinds of levy (bank accounts among them) a registered process server, who must then file the papers with the levying officer within **five court days**. Miss that filing and the levy is ineffective.

Sources: Code Civ. Proc. §§ 699.510, 699.530, 697.710, 699.080.

The main levies at a glance

REMEDY	WHAT IT REACHES	KEY FORMS	KEY CLOCK
Bank levy	Only the money on deposit at the moment the bank is served. Accounts in someone else's name usually need a court order first.	Writ of Execution (EJ-130); Notice of Levy (EJ-150)	Levy within 180 days of the writ. Debtor's exemption claim: 15 days (20 if served by mail).
Wage garnishment	A capped share of an employee's disposable earnings, paid over each pay period. Not available against the self-employed.	Application for Earnings Withholding Order (WG-001); Earnings Withholding Order (WG-002)	Serve the employer within 180 days of the writ. Oppose a claim of exemption within 10 days after the notice is mailed.
Levy on money owed to the debtor	Rents, receivables, loans, and other debts a third person owes the debtor.	EJ-130; EJ-150; the third person returns a garnishee's memorandum	Garnishee's memorandum is due 10 days after service.
Levy on real property	The debtor's interest in land. The officer records the writ and notice of levy.	EJ-130; EJ-150	No notice of sale until 120 days after the notice of levy is served on the debtor.

REMEDY	WHAT IT REACHES	KEY FORMS	KEY CLOCK
Sale of a dwelling	A natural person's home. Requires a court order for sale after a hearing on the homestead exemption.	Application for order for sale; Notice of Hearing (EJ-180)	Apply within 20 days after the levying officer's notice, or the levy is released.

When someone else holds the money

WAR STORY 17

GARNISHEE LIABILITY

"Don't owe any money"

Evans v. Paye (1995) 32 Cal.App.4th 265 · California Court of Appeal

WHAT HAPPENED

A creditor held a judgment of about $886,000 against a married couple who had guaranteed their son's note. The sheriff served a levy on another son and asked him to complete a sworn garnishee's memorandum. He wrote: "Don't owe any money." At his debtor's examination, the father testified that he had lent that son $35,000 and expected to be repaid with interest. The son then called it a "moral obligation," not a loan, and said a creditor's only remedy was a separate lawsuit against him.

WHAT THE COURT DECIDED

The trial court ordered the $35,000 applied to the judgment, and the Court of Appeal affirmed. Once the creditor shows evidence that a third person owes the debtor money, the third person must prove that his denial is made in good faith. A story that merely sounds plausible is not enough. The court looks at all the circumstances. If the denial is not in good faith, the court can decide the matter on the spot, with no separate creditor's suit. The son was also ordered to pay fees for the incomplete memorandum.

DO

Examine the debtor under oath about loans to relatives and friends, then use that testimony against the person who received the money.

DON'T

Don't accept a one-line garnishee's memorandum from someone close to the debtor. Test it at an examination.

WAR STORY 18

CLAIMS OF EXEMPTION

The antique dealers' "tools of the trade"

Kono v. Meeker (2011) 196 Cal.App.4th 81 · California Court of Appeal

WHAT HAPPENED

A creditor held a California judgment, based on an Iowa judgment, with about $317,000 unpaid. The debtors were a married couple who sold antique tools and mechanical devices, mostly on consignment for others. After a debtor's examination the court ordered them to turn over 11 items to the levying officer. They filed claims of exemption. Their main argument was that the antiques they owned and offered for sale were exempt as "tools of the trade," because the pieces attracted consignors. The creditor opposed the claims.

WHAT THE COURT DECIDED

The trial court denied the exemption, and the Court of Appeal affirmed. The exemption protects property a debtor actually uses to carry on a trade, such as a shop's computers, cash registers, and racks. Goods held for sale are inventory. The court noted that the person claiming an exemption has the burden of proof, and that courts cannot enlarge the exemptions the Legislature wrote.

DO

Oppose a doubtful claim of exemption on time and make the debtor prove it. The burden is on the person claiming the exemption.

DON'T

Don't release a levy because the debtor used the word "exempt." Read which exemption is claimed and what it actually covers.

LESSON

The exemption clock runs on both sides

Exemptions protect a slice of an individual debtor's property: part of a paycheck, some bank funds, a car up to a set value, retirement accounts, and more. Most must be claimed. The dollar amounts change, so read the current Judicial Council list (form EJ-156) and do not rely on last year's number.

- → **The debtor's deadline.** A claim of exemption is filed with the levying officer within 15 days after the notice of levy is served on the debtor, or 20 days if it was served by mail. Property that needs a claim and gets none is treated as not exempt.
- → **Your deadline.** If a claim is filed, the levying officer sends you notice. You then have a short, fixed time to file a notice of opposition and a motion. If you do nothing, the officer releases the property.
- → **The hearing.** The person claiming the exemption has the burden of proof (*Kono*).
- → **Consumer debts are different.** For judgments on personal debts, a debtor may be able to claim an exemption after the usual deadline, and some bank funds are protected automatically with no claim at all.

Sources: Code Civ. Proc. §§ 703.030, 703.520, 703.550, 703.580; Judicial Council forms EJ-155, EJ-156, EJ-160, EJ-170.

Selling the debtor's home

WAR STORY 19

ORDER FOR SALE OF A DWELLING

Right on the law, but too late

Rourke v. Troy (1993) 17 Cal.App.4th 880 · California Court of Appeal

WHAT HAPPENED

Creditors who were owed about $461,000 on their judgments levied on the debtor's home and applied for a court order to sell it. The trial court refused. It read the homestead statute to forbid any sale unless the expected bid would cover the homestead exemption, the mortgage, and the creditors' own judgments in full. With appraisals topping out at $325,000, that was impossible.

WHAT THE COURT DECIDED

The Court of Appeal rejected that reading. The minimum bid must exceed the homestead exemption plus the liens that are *senior* to the levying creditor. It need not pay the creditor's own judgment in full, as long as something is left to apply to it. But the creditors still lost. Their application for the order of sale had not been filed within the time the statute allows after the levying officer's notice, so denial was correct on that ground. They were free to apply again if they met the deadline.

DO

Calendar the 20-day deadline to apply for an order of sale the day you instruct the levy on a dwelling. Have the title report and appraisal ready first.

DON'T

Don't levy on a home until you have run the numbers: likely bid, minus senior liens, minus the homestead exemption, minus costs.

Note: The homestead exemption is far larger today than in 1993, and it changes. Check the current amount before you levy. Code Civ. Proc. § 704.730.

The sheriff's sale that could not be undone

Gonzalez v. Toews (2003) 111 Cal.App.4th 977 · California Court of Appeal

WHAT HAPPENED

A creditor levied on a judgment debtor's 22-acre parcel. The debtor filed bankruptcy, telling the bankruptcy court he lived elsewhere and the parcel was unimproved land. After the bankruptcy was dismissed, the sheriff sold the parcel to two outside buyers. The debtor then sued to set the sale aside. He said he had since moved into a house on the land, so it was a dwelling that could be sold only with a court order.

WHAT THE COURT DECIDED

He lost. By statute an execution sale is absolute and may not be set aside for any reason, with one exception: when the buyer is the judgment creditor, the debtor has 90 days to sue to undo an improper sale. Against outside buyers the debtor's remedy is money damages from the creditor or the levying officer. And because he moved in after the levy, he had no homestead to protect in the first place.

DO

If you plan to bid your judgment and buy the property yourself, make the procedure spotless. You are the one buyer whose sale can be set aside.

DON'T

Don't skip the order for sale when the property might be someone's home. Even when the sale stands, the creditor can owe damages.

Note: The statute was later amended to state that the debtor's equitable right of redemption is preserved. Code Civ. Proc. § 701.680.

When a stranger claims the property

LESSON

Third-party claims: the creditor has to move first

Sometimes a person who is not the debtor tells the levying officer, under oath, that the levied property is his, or that he holds a lien on it that comes ahead of yours. That is a third-party claim.

- → **The burden to act is on you.** Unless you file an undertaking (a bond) with the levying officer within 10 days after the officer serves notice of the claim, the officer releases the property. The amount is set by statute.
- → **Ask for the hearing.** Either side may petition the court for a hearing, within 15 days after the claim is filed with the levying officer. The court then decides who has the better right.
- → **Watch for the friendly claim.** A relative or business partner of the debtor may file a claim hoping you will not post the bond. A claim made under oath can be tested at the hearing.
- → **Search before you levy.** A UCC search and a title report show most liens and owners in advance, though not all of them.

Sources: Code Civ. Proc. §§ 720.110–720.170 (ownership claims), 720.210–720.290 (liens and security interests), 720.310 (hearing).

FAQ Levies and garnishment

Q How long is a writ of execution good for?

You must levy within 180 days after the clerk issues it. A levy made in time creates a lien that lasts until two years after the writ's issue date. You need a separate writ for each county.

Code Civ. Proc. §§ 699.510, 699.530, 697.710.

Q I served a bank levy and got $40. The debtor deposited a large check the next week. Do I get that?

No. A bank levy reaches what is in the account when the bank is served, not later deposits. Timing matters. To reach later deposits you levy again.

Code Civ. Proc. § 700.140.

Q The money is in an account under the debtor's spouse's or company's name. Can I levy on it?

Usually only with a court order first, or with the showing the statute requires for a spouse's account. Banks will not honor a levy on an account that does not stand in the debtor's name without it.

Code Civ. Proc. § 700.160.

Q How much of a paycheck can I garnish?

A capped percentage of disposable earnings, set by statute and tied to the minimum wage. The cap has changed in recent years. The employer's instructions on the current Judicial Council form show the present figures.

Code Civ. Proc. §§ 706.050, 706.051; form WG-002.

Q Someone owes my debtor money and denies it. Do I have to file a new lawsuit?

Not always. After a third-party examination, the court can decide whether the debt exists if the denial is not made in good faith. If the dispute is genuine, the court may leave it to a separate creditor's suit.

Code Civ. Proc. § 708.180; *Evans v. Paye* (1995) 32 Cal.App.4th 265.

Q Can I force the sale of the debtor's house?

Sometimes. You need a levy, a timely application, and a court order for sale. The bid must exceed the homestead exemption plus senior liens, and generally must reach 90 percent of the value the court finds. If no bid qualifies, the home is released and you cannot try again for a year. Judgments on consumer debts face added limits on selling a principal residence.

Code Civ. Proc. §§ 704.740–704.800, 699.730; *Rourke v. Troy* (1993) 17 Cal.App.4th 880.

TAKE-AWAY

Levies, garnishment and sales

1. **Aim before you fire.** A levy reaches a specific asset at a specific moment. Know the bank, the branch, the employer, or the parcel before you pay for the levy.
2. **Calendar every clock the day you levy.** 180 days on the writ. The debtor's exemption window. Your opposition window. Twenty days to apply for an order of sale.
3. **Silence loses.** An unopposed claim of exemption or an unbonded third-party claim releases the property, however weak the claim.
4. **Make them prove it.** The person claiming an exemption, or denying a debt to the debtor, carries the burden at the hearing.
5. **Do the math on real property first.** Senior liens, the homestead exemption, and costs come out before you see a dollar. Often the recorded lien is the better play.
6. **A clean sale is final.** A sale to an outside buyer cannot be undone. Your own credit-bid purchase can be, for 90 days.

V

PART V

Hard-to-reach assets and hard-to-catch debtors

A writ of execution reaches the easy things: a bank account, a paycheck, a parcel in the debtor's own name. Debtors with something to lose rarely keep it there. The money sits in an LLC, arrives as commissions, or is held by a trust.

California gives you a separate tool for each of these. Each is a motion to a judge, not a form handed to the sheriff, so each needs evidence. This part also covers the debtor who answers every order with silence, a transfer, or another motion.

WAR STORIES IN THIS PART

21 The receiver the creditor had not earned yet

22 The "blind trust" signed the day before judgment

23 The life insurance trust the creditors could not crack

24 Forty-seven transfers and no appeal

25 The claim of exemption that claimed no exemption

Tools for assets a levy cannot reach

WAR STORY 21

RECEIVERS

The receiver the creditor had not earned yet

Medipro Medical Staffing LLC v. Certified Nursing Registry, Inc. (2021) 60 Cal.App.5th 622 · California Court of Appeal

WHAT HAPPENED

A staffing company won a judgment of more than $2 million against a competitor and its founder. It levied on bank accounts and on hospitals that owed the debtor money, and collected about $409,000. Then the hospital payments stopped. The creditor's lawyer suspected the debtor was billing under another name and asked for a receiver to take over the business's accounts, books, and mail. The trial court struck the lawyer's suspicions as inadmissible but appointed the receiver anyway.

WHAT THE COURT DECIDED

Reversed. A receiver is a drastic and costly remedy, and ordinarily may not be used to collect a simple money judgment. The creditor needs evidence that the debtor has obstructed collection, and that less intrusive tools have not worked. Here there was no admissible proof of evasion, and the creditor had not served interrogatories, recorded liens, or completed a debtor's examination. The court left the door open to a new motion on better evidence.

DO

Use the cheaper tools first and keep a record of each one: what you served, what came back, and what the debtor did to dodge it.

DON'T

Don't ask for a receiver on your lawyer's hunch. Bring sworn facts from people with personal knowledge.

LESSON

Three motions for three kinds of asset

None of these is a levy. Each is a motion in the court that entered the judgment, and each needs a declaration with facts.

- → **Charging order.** For a debtor's interest in a partnership or LLC when the entity itself owes you nothing. It redirects the debtor's distributions to you. If none come, ask the court about foreclosing on the interest.
- → **Assignment order.** For money that will come due to the debtor: commissions, royalties, rents, payments from a patent or copyright, fees owed to a self-employed debtor. The court orders the right to payment assigned to you, and can restrain the debtor from assigning it elsewhere. The person who pays is bound once given notice of the order.
- → **Receiver.** For assets that cannot be reached or sold sensibly any other way, such as a liquor license or a going business, and for debtors who have defeated the ordinary tools. Expect to prove both points (*Medipro*).

Sources: Code Civ. Proc. §§ 708.310, 708.320 (charging orders); 708.510–708.560 (assignment orders); 708.610–708.630 (receivers).

WAR STORY 22 LIVING TRUSTS

The “blind trust” signed the day before judgment

Keitel v. Heubel (2002) 103 Cal.App.4th 324 · California Court of Appeal

WHAT HAPPENED

A jury awarded a woman $361,267 against her brother and his wife for fraud and undue influence over their mother’s estate. The day before judgment was entered, the couple deeded four properties to trustees of a new “blind trust.” The trust document called itself a revocable living trust and reserved their right to revoke it at any time. When the creditor levied, the couple wrote the sheriff that they were “not the owners of record.” The sheriff would not go forward without a court order.

WHAT THE COURT DECIDED

The creditor got the order, and the Court of Appeal affirmed it. When the person who creates a trust keeps the power to revoke it, the trust property stays subject to that person’s creditors. A writ of execution could issue against the trustees. The court also found the appeal frivolous, taken to delay collection, and sanctioned the debtors and their lawyer. The debtors’ bankruptcy filing did not stop the court from imposing those sanctions.

DO

Get the trust instrument. If the debtor can revoke it, ask the court for an order that the writ may issue against the trustees.

DON’T

Don’t accept “the trust owns it” as the end of the conversation, and don’t expect the sheriff to sort it out without an order.

The life insurance trust the creditors could not crack

Laycock v. Hammer (2006) 141 Cal.App.4th 25 · California Court of Appeal

WHAT HAPPENED

Creditors held a $4.65 million judgment against a man who died weeks later. Thirteen years earlier he had put a life insurance policy into a trust that declared itself irrevocable. The insurer paid about $767,000 to the trustee. The creditors argued that he had treated the trust as his own: he acted as a co-trustee, borrowed against the policy, and dealt with the insurer himself. That conduct, they said, made the trust revocable in fact.

WHAT THE COURT DECIDED

The creditors lost on summary judgment, and the Court of Appeal affirmed. Whether a trust is revocable is decided from the words of the trust instrument. The statutes let a settlor's creditors reach only revocable-trust property, and a settlor's later conduct does not convert an irrevocable trust into a revocable one. Creditors are bound by the instrument like everyone else.

DO

Read the instrument first, and check when the asset went in. A recent transfer into an irrevocable trust may be attacked as a voidable transfer, which is a different claim with its own deadlines.

DON'T

Don't spend the budget proving the debtor "really controlled" an irrevocable trust. Under this decision, control is not the test.

Debtors who defy the court

WAR STORY 24 DISENTITLEMENT

Forty-seven transfers and no appeal

Gwartz v. Weilert (2014) 231 Cal.App.4th 750 · California Court of Appeal

WHAT HAPPENED

Buyers of a rural property won a $1,553,800 fraud judgment against the sellers, a physician and his wife. The debtors appealed but posted no bond, so collection went ahead. After a debtor's examination turned up about $225,000 in a family partnership account, the trial court froze the debtors' and their entities' assets, then issued turnover, assignment, and charging orders. The creditors later showed 47 transfers of money made in violation of those orders. The debtor did not deny that the transfers happened.

WHAT THE COURT DECIDED

The Court of Appeal dismissed the debtors' appeal without reaching its merits. Under the disentitlement doctrine, a court may refuse to hear a party who is willfully disobeying valid court orders. No formal contempt finding is needed. It would be unjust, the court said, to let the debtors seek the benefits of an appeal while frustrating legitimate efforts to enforce the judgment.

DO

Document every violation of an enforcement order with dates and amounts. If the debtor has an appeal pending, move to dismiss it.

DON'T

Don't stop collecting because the debtor appealed. Without a bond, the judgment is enforceable while the appeal is pending.

The claim of exemption that claimed no exemption

Bank of California v. Varakin (1990) 216 Cal.App.3d 1630 · California Court of Appeal

WHAT HAPPENED

After years of litigation over the sale of a San Francisco property, a law firm held a court-ordered attorney fee award against a lawyer and levied on his bank account to collect it. He filed a "claim of exemption." It gave no reason the account was exempt. It repeated complaints about earlier rulings that he had already lost. He also filed repeated motions to declare the fee award void. This was his fourth, fifth, and sixth appeal in the case.

WHAT THE COURT DECIDED

The trial court denied the claim and imposed sanctions for each frivolous filing. The Court of Appeal affirmed, found the appeals frivolous as well, and added more than $37,000 in sanctions, including $25,000 payable to the court. The debtor, it said, had "consistently abused every legal process available to him to delay fulfillment of his obligations."

DO

Oppose a baseless filing on the merits and ask for sanctions in the same papers. Keep a running history of the debtor's filings to show the pattern.

DON'T

Don't ignore a frivolous claim of exemption. An unopposed claim can release the levy, however weak it is.

~~MYTH~~	REALITY
I have a judgment against the owner, so I can levy on the LLC's bank account.	No. The LLC is a separate person and is not your debtor. Your tools are a charging order against the owner's interest, or a motion to add the entity to the judgment if the facts support it.
~~MYTH~~	REALITY
Anything in a trust is out of reach.	Not if the debtor created the trust and can revoke it. That property remains open to the debtor's creditors (*Keitel*). An irrevocable trust is a different matter (*Laycock*).
~~MYTH~~	REALITY
A receiver is the fastest way to collect.	It is the most expensive, and courts treat it as a last resort. Without proof of obstruction and of failed lesser remedies, an appointment can be reversed (*Medipro*).

~~MYTH~~	REALITY
The debtor appealed, so everything stops.	An appeal from a money judgment stops nothing unless the debtor posts a bond. And a debtor who defies enforcement orders can lose the appeal itself (*Gwartz*).

FAQ Hard-to-reach assets

Q My debtor owns part of an LLC. Can the sheriff seize that interest?

No. An owner's interest in a partnership or LLC is reached by a charging order, obtained by motion. The order directs the entity to pay you whatever it would otherwise distribute to the debtor. If nothing is distributed, you can ask the court to foreclose on the interest.

Code Civ. Proc. § 708.310; Corp. Code §§ 16504, 17705.03.

Q The debtor is paid in commissions, not wages. What do I use?

An assignment order. Wage garnishment reaches only an employee's earnings. For commissions, royalties, rents, and similar payment streams, the court can order the debtor's right to payment assigned to you, up to the amount of the judgment.

Code Civ. Proc. § 708.510.

Q When will a court appoint a receiver to collect a judgment?

When you show it is a reasonable way to get the judgment satisfied fairly, considering both sides. In practice that means evidence that the debtor has evaded collection and that ordinary tools have failed or cannot reach the asset.

Code Civ. Proc. § 708.620; *Medipro Medical Staffing LLC v. Certified Nursing Registry, Inc.* (2021) 60 Cal.App.5th 622.

Q The debtor moved the house into a living trust. Now what?

If the debtor kept the power to revoke the trust, the property is still subject to the debtor's creditors. You may need a court order confirming that before the levying officer will act.

Prob. Code § 18200; *Keitel v. Heubel* (2002) 103 Cal.App.4th 324.

Q The debtor is a beneficiary of a trust someone else set up. Can I levy on it?

Not by writ of execution. A beneficiary's interest in a trust is reached by a petition in the court that supervises the trust, and spendthrift provisions may limit what you can get. This is a specialized procedure. Get advice before you file.

Code Civ. Proc. §§ 699.720, 709.010.

Q Can a debtor go to jail for ignoring enforcement orders?

Contempt is available, but the rules are strict and the order being enforced must itself be valid. In one case a contempt finding was thrown out because the examination order had been signed by a disqualified judge, and an open-ended jail term lasting until he paid failed for lack of proof that the debtor could pay right then.

Noorthoek v. Superior Court (1969) 269 Cal.App.2d 600.

TAKE-AWAY

Hard-to-reach assets

1. **Match the tool to the asset.** Entity interest: charging order. Payment stream: assignment order. Revocable trust: order against the trustees. Everything else that resists: receiver.
2. **Every one of these is a motion.** Judges rule on sworn facts. Suspicion, and a lawyer's say-so, are not evidence.
3. **Build the record as you go.** Each levy, each unanswered question, and each transfer is proof for the next motion.
4. **Read the trust.** Revocable means reachable. Irrevocable means you need a different theory.
5. **Disobedience has a price.** A debtor who defies enforcement orders can lose the right to be heard on appeal.
6. **Answer every filing.** A frivolous motion still needs an opposition, and it is your chance to ask for sanctions.

VI

PART VI

Keeping the judgment alive and getting paid

Many judgments are collected years after they are entered. Debtors sell a house, inherit, or start earning again. A creditor who kept the judgment and its liens alive is first in line. A creditor who let the ten years run has nothing.

This part is about the long game: renewing on time, what an appeal or a bankruptcy does to collection, how payments are credited, what you owe the debtor once you are paid, and how to bring a judgment from another state or country into California.

WAR STORIES IN THIS PART

26 He paid the damages and froze the fee award

27 The check marked “full and complete satisfaction”

28 The landlords who would not cash the checks

29 Seventeen months was too long to wait

The ten-year clock

LESSON

Renewal is two jobs: the judgment and the lien

A money judgment is enforceable for ten years from the date it is entered. The period is not extended by an appeal, a stay, or the debtor's absence. Renewal buys another ten years, measured from the day you file the application.

- → **File the application before the ten years end.** The clerk enters the renewal. Then serve notice on the debtor and file proof of service.
- → **Record it, or lose the lien.** Renewing the judgment does not renew your real property lien. For that, a certified copy of the renewal application must be recorded in each county, *before the lien expires*. A gap means a new lien with a new, later priority date.
- → **Property the debtor already sold.** If the property was transferred subject to your lien and the transfer was recorded before you applied to renew, you must also personally serve the new owner and file proof of that service within 90 days.
- → **Other liens and pending levies need their own step.** Each is extended by filing or serving a certified copy of the renewal application in the right place.
- → **Limits.** You cannot renew again within five years of the last renewal. Some judgments on smaller medical and personal debts can be renewed only once, and then for five years.

Sources: Code Civ. Proc. §§ 683.020, 683.110–683.220 (including § 683.180 on real property liens).

WAR STORY 26

STAYS ON APPEAL

He paid the damages and froze the fee award

Quiles v. Parent (2017) 10 Cal.App.5th 130 · California Court of Appeal

WHAT HAPPENED

A plaintiff won a jury verdict. After post-trial motions the judgment was $208,500 in damages, about $689,000 in attorney fees, and about $50,600 in costs. The defendant paid the damages with interest and appealed only the fee and cost awards. He posted no bond. The plaintiff kept collecting: a writ of execution, a bank levy, a motion for a receiver and a charging order. The trial court refused to stop her.

WHAT THE COURT DECIDED

The Court of Appeal did stop her. The basic rule favors creditors: an appeal does not stay a money judgment unless the debtor posts an undertaking, generally at least one and a half times the judgment, costs included. But a judgment *solely* for costs is stayed automatically by an appeal. Once the damages were paid, all that remained were fees and costs, which counted as costs under the statute. The creditor's fallback was to ask the trial court to require a bond as a matter of discretion.

DO

If the debtor appeals without a bond, keep enforcing. If only a fee or cost award is on appeal, ask the trial court to require an undertaking.

DON'T

Don't assume a notice of appeal stops collection, and don't assume it never does. Look at what part of the judgment is still unpaid.

LESSON

Bankruptcy stops the clock on collection, not on your homework

When a debtor files bankruptcy, federal law imposes an automatic stay. Levies, garnishments, sales, and most collection steps must stop at once. Acting in violation of the stay can be costly.

- → **Stop and notify.** Tell the levying officer and anyone holding funds. Do not accept or keep collecting on the theory that nobody has told the court yet.
- → **Recent liens are at risk.** A lien obtained shortly before the filing, generally within 90 days, can be undone in the bankruptcy as a preference. That is one more reason to record your abstract early.
- → **Older liens often survive.** A discharge wipes out the debtor's personal liability. A valid lien on property recorded long before the case may still stand. Keeping it alive through renewal is a question for bankruptcy counsel.
- → **Bankruptcy is not a shield for bad faith.** In *Keitel v. Heubel*, a debtor's bankruptcy filing during a frivolous appeal did not stop the state appellate court from imposing sanctions.

Sources: 11 U.S.C. §§ 362, 547; *Keitel v. Heubel* (2002) 103 Cal.App.4th 324.

Payments and satisfaction

WAR STORY 27 PARTIAL PAYMENTS

The check marked “full and complete satisfaction”

Lucky United Properties Investment, Inc. v. Lee (2013) 213 Cal.App.4th 635 · California Court of Appeal

WHAT HAPPENED

A lawyer held a series of fee and cost awards against a former opponent. The debtor paid them one at a time. One check, for $33,830, came with a letter saying it was “tendered in full and complete satisfaction” and could not be applied to anything else. The creditor disputed that it was enough, but deposited it. The debtor then demanded an acknowledgment of satisfaction. The trial court ordered satisfaction entered and penalized the creditor for refusing.

WHAT THE COURT DECIDED

As this opinion recounts, the Court of Appeal had reversed that order in an earlier appeal. The check did not cover accrued interest, and depositing it did not amount to an agreement to accept less. An earlier payment had also fallen short, because the judgment included small cost awards the debtor left out. The rule the court applied: a payment on a judgment goes first to accrued interest and then to principal. In 2013 the court recalculated the balance on that basis.

DO

Keep a running ledger: each payment, the interest accrued to that date, and the new principal. Answer a demand for satisfaction in writing, with the numbers.

DON’T

Don’t sign an acknowledgment of full satisfaction until interest and allowed costs are paid. Don’t ignore a demand either.

The landlords who would not cash the checks

Rose v. Hecht (1949) 94 Cal.App.2d 662 · California Court of Appeal

WHAT HAPPENED

Hotel owners refused to recognize the people running the hotel as their tenants under an assigned lease. The occupants sent rent checks, then cashier's checks, then offered cash. The owners sent the money back, filed six lawsuits for the rent, and attached the occupants' bank accounts. They eventually won judgments for the rent, with interest at seven percent added.

WHAT THE COURT DECIDED

The Court of Appeal struck the interest. An offer of payment stops interest from running on the obligation. A creditor who refuses a tender without objecting to its form waives objections to the form. The court added that the same holds after judgment: a valid tender of the full judgment and costs, made while the creditor's own appeal is pending, stops interest from that moment.

DO

If the debtor offers the full amount due, take it, or state in writing exactly what is missing. Then decide about any appeal.

DON'T

Don't refuse a full payment to keep interest running, or to gain leverage on another dispute. Interest can stop the day you say no.

Judgments from somewhere else

WAR STORY 29 SISTER-STATE JUDGMENTS

Seventeen months was too long to wait

Conseco Marketing, LLC v. IFA & Insurance Services, Inc. (2013) 221 Cal.App.4th 831 · California Court of Appeal

WHAT HAPPENED

A creditor won a default judgment of about $675,000 in Indiana against two California companies. It filed an application in Los Angeles to enter a California judgment on the Indiana one. The clerk entered it ten days later, with no hearing. A process server delivered notice of entry to the companies' registered agent. Seventeen months later the companies moved to vacate, saying they had not been served, had learned of the cases only later, and that the creditor was not registered to do business in California.

WHAT THE COURT DECIDED

The motion was denied as untimely, and the Court of Appeal affirmed. A debtor has 30 days after service of the notice of entry to move to vacate. Service on the designated agent started that clock, whenever the companies themselves learned of it. A creditor from another state does not have to qualify to do business in California to use the procedure. The court noted one limit: the 30 days do not protect a judgment that is void because the debtor was never properly served in the original case.

DO

Serve the notice of entry promptly and in the same way a summons is served. File proof of service. Before you start, confirm the debtor was properly served in the original case.

DON'T

Don't levy on a sister-state judgment before it has been entered in California and the waiting period after service has passed.

FAQ Keeping it alive

Q How long do I have to collect a California judgment?

Ten years from the date of entry, and another ten each time you renew. Family law judgments and judgments against public entities follow different rules. Do not wait for year nine. If the application is rejected for an error, you need time to fix it.

Code Civ. Proc. §§ 683.020, 683.110–683.130.

Q I renewed the judgment. Is my lien on the debtor's house still good?

Only if you also recorded a certified copy of the renewal application with the county recorder before the lien expired. Renewal of the judgment and extension of the lien are separate steps.

Code Civ. Proc. § 683.180.

Q I bought (or was assigned) a judgment. Can I enforce it?

Yes, once you are the assignee of record. That means filing an acknowledgment of assignment of judgment with the court that entered it. Give the debtor written notice too, so that payments to the old creditor stop counting.

Code Civ. Proc. §§ 673, 681.020.

Q The debtor paid. What do I have to do?

File an acknowledgment of satisfaction of judgment with the court once the judgment is paid in full, and release your liens. If the debtor sends a written demand and you do not comply within 15 days without good reason, you can owe damages, a $100 penalty, and the debtor's attorney fees.

Code Civ. Proc. §§ 724.030, 724.050, 724.080.

Q I have a judgment from another state. Do I have to sue all over again?

No. For a money judgment you file an application and the clerk enters a California judgment. You serve notice, the debtor has 30 days to move to vacate, and then it is enforced like any California judgment.

Code Civ. Proc. §§ 1710.10–1710.65; *Conseco Marketing, LLC v. IFA & Insurance Services, Inc.* (2013) 221 Cal.App.4th 831.

Q What about a judgment from another country, or from a federal court?

A foreign-country money judgment is not registered. You file a lawsuit asking a California court to recognize it, and the debtor may raise the defenses the statute lists. A federal judgment from another district can be registered in a California federal court. Federal judgments are generally enforced with California's procedures.

Code Civ. Proc. §§ 1713–1725; 28 U.S.C. § 1963; Fed. Rules Civ. Proc., rule 69.

TAKE-AWAY

Keeping the judgment alive and getting paid

1. **Ten years is a hard stop.** Nothing pauses it. Calendar renewal the day the judgment is entered, and again each time you renew.
2. **Renew the lien separately.** Record a certified copy of the renewal application in every county where you recorded an abstract, before the lien expires.
3. **An appeal is not a stay.** Without a bond, keep collecting. Know the exception for judgments that are only for costs.
4. **Bankruptcy means stop.** Then get advice about your lien, the 90-day lookback, and the claims process.
5. **Interest first, then principal.** Keep a ledger, and never refuse a full tender.
6. **Close the file properly.** When you are paid in full, acknowledge satisfaction and release your liens promptly.

CHECKLIST

Your first ten moves with a new judgment

Nearly every war story in this guide turns on one of these habits. Keep this page in the collection file.

THE TEN MOVES

Do these, in roughly this order

1. **Read the judgment for names and numbers.** Compare the debtor's exact name to the deed, the bank records, and the contract. Fix a clerical error now, while it is easy.
2. **Confirm the judgment is enforceable today.** Check the entry date, whether an appeal bond or a bankruptcy stay is in place, and whether the judgment is on a consumer debt.
3. **Record an abstract of judgment** in every county where the debtor owns, or may one day own, real property. Use the identifying information from your own file.
4. **File a notice of judgment lien with the Secretary of State** if the debtor is a business with receivables, equipment, or inventory.
5. **Open an interest and cost ledger.** Simple interest from the date of entry at the correct rate. Credit each payment the way the statute requires, and claim your enforcement costs on time.
6. **Set the debtor's examination, with a document subpoena.** Have the order personally served well ahead of the hearing. Service itself creates a lien on the debtor's personal property.
7. **Pick the asset before you buy the writ.** Identify the bank, the employer, the person who owes the debtor money, or the parcel. Get a writ for each county and calendar its levy deadline.
8. **Calendar the response clocks on the day of each levy.** The debtor's exemption claim, your opposition, the application to sell a dwelling, and any third-party claim all run on short deadlines.
9. **Look for transfers and for the people behind the debtor.** A sale to a relative, a new company doing the old business, or an owner who ran the lawsuit may each open another path to payment.
10. **Calendar every end date, then renew early.** Liens expire. So does the judgment, ten years after entry, unless you renew it and record the renewal.

DON'T WAIT

The deadline chart

These are common California deadlines in enforcing money judgments as of November 2026. Many are short and some cannot be extended. Bankruptcy, appeals, and consumer-debt rules can change the answer.

WHAT	HOW LONG YOU HAVE	LAW
Sue to undo a voidable transfer	**4 years** from the transfer; for an actual-intent claim, **1 year** from discovery if that is later; never more than **7 years**	Civ. Code, § 3439.09
Keep an attachment lien alive	**3 years** from the writ, unless extended by court order before it expires	Code Civ. Proc., § 488.510
Claim enforcement costs (form MC-012 or motion)	Within **2 years** after the cost was incurred, and **before** the judgment is paid in full	Code Civ. Proc., §§ 685.070, 685.080
Debtor's motion to tax your cost memorandum	**10 days** after the memorandum is served (longer if served by mail)	Code Civ. Proc., § 685.070, subds. (c), (f)
Real property judgment lien (recorded abstract)	Lasts **10 years** from entry of judgment; record the renewal application **before** it expires	Code Civ. Proc., §§ 697.310, 683.180
Personal property judgment lien (form JL-1)	Lasts **5 years** from filing with the Secretary of State, unless continued	Code Civ. Proc., § 697.510
Serve the order for the debtor's examination	Personal service at least **30 days** before the examination; the lien lasts **1 year** from the order	Code Civ. Proc., § 708.110, subd. (d)
Repeat an examination or interrogatories	Wait **120 days**, unless the court finds good cause for an earlier examination	Code Civ. Proc., §§ 708.020, 708.110
Levy under a writ of execution	The levy must be made within **180 days** after the writ is issued. The execution lien then lasts until **2 years** after the issue date.	Code Civ. Proc. §§ 699.530, 697.710
Debtor's claim of exemption after a levy	**15 days** after the notice of levy is served on the debtor; **20 days** if served by mail. Later claims may be allowed on personal debts.	Code Civ. Proc. § 703.520
Creditor's opposition to a claim of exemption	**15 days** after the levying officer serves the notice of claim: file a notice of opposition and a notice of motion with the court, and copies of both with the levying officer. For wage garnishments, **10 days** after the notice is mailed. Otherwise the property is released.	Code Civ. Proc. §§ 703.550, 706.105

WHAT	HOW LONG YOU HAVE	LAW
Application for an order to sell a dwelling	**20 days** after the levying officer serves notice that the levy has been made, or the dwelling is released from the levy.	Code Civ. Proc. § 704.750
Third-party claim to levied property	File your undertaking with the levying officer within **10 days** after the officer serves notice of the claim, or the property is released. Either side may petition for a hearing within **15 days** after the claim is filed.	Code Civ. Proc. §§ 720.160, 720.260, 720.310
Life of a money judgment; renewal	**10 years** from entry. File the renewal application before then. To keep a real property lien, record a certified copy of the application **before the lien expires**.	Code Civ. Proc. §§ 683.020, 683.130, 683.180
Debtor's motion to vacate a sister-state judgment entered in California	**30 days** after service of the notice of entry. The creditor generally may not get a writ until that period has passed.	Code Civ. Proc. §§ 1710.40, 1710.45
Acknowledgment of satisfaction after the debtor's written demand	**15 days** after you actually receive the demand, if the judgment has been paid in full.	Code Civ. Proc. § 724.050

REFERENCE

Plain-English glossary

Abstract of judgment. A one-page court-certified summary of a money judgment (form EJ-001). Recording it with a county recorder creates a lien on the debtor's real property in that county.

Acknowledgment of satisfaction. The creditor's signed statement, filed with the court, that the judgment has been paid. Recording it releases the judgment lien.

Affidavit of identity. A sworn statement listing other names the judgment debtor uses, filed so those names can be added to an abstract of judgment or a writ.

Alter ego. A person or company so intertwined with the judgment debtor that a court treats them as one and the same for purposes of the debt.

Assignment order. A court order assigning to the judgment creditor the debtor's right to receive payments, such as commissions, royalties, or rents, until the judgment is paid.

Attachment. A court order, before judgment, that places a lien on the defendant's property to secure a commercial contract claim.

Badges of fraud. The statutory list of warning signs courts use to infer that a transfer was made to defeat creditors, such as a transfer to an insider after a lawsuit was filed.

Bona fide purchaser. A buyer or lender who pays value for property without actual or constructive notice of someone else's claim to it, and who takes free of that claim.

Charging order. A court order directing a partnership or LLC to pay a judgment creditor whatever it would otherwise distribute to an owner who is the judgment debtor. It does not give the creditor a vote or the entity's assets.

Claim of exemption. A debtor's sworn statement, filed with the levying officer, that levied property is protected by law from collection. The creditor may oppose it.

Debtor's examination. A court-ordered proceeding where the judgment debtor must appear and answer questions under oath about income and assets. The order is often called an ORAP.

Disentitlement doctrine. A court's power to dismiss the appeal of a party who is willfully disobeying court orders, including orders made to enforce the judgment.

Earnings withholding order. The order served on a debtor's employer in a wage garnishment. It directs the employer to withhold part of each paycheck and pay it to the levying officer.

Garnishee's memorandum. The sworn form a third person fills out after being served with a levy, stating what property of the debtor it holds and what it owes the debtor.

Homestead exemption. The amount of equity in a debtor's principal home that is protected from judgment creditors. A sale must clear this amount and senior liens before the creditor is paid.

Judgment lien. A creditor's claim against specific property of the debtor, created after judgment by recording or filing the required notice, that fixes the creditor's priority.

Levy. The act of reaching a specific asset under a writ: serving a bank or employer, seizing property, or recording against real estate.

Levying officer. The sheriff or marshal who carries out a levy and holds or sells what is collected. A registered process server may serve some levies.

Lis pendens. A notice recorded with the county recorder that a pending lawsuit affects title to or possession of a specific piece of real property.

Memorandum of costs after judgment. The Judicial Council form (MC-012) a creditor files to add enforcement costs and accrued interest to the amount owed.

Postjudgment interest. Interest that accrues by law on the unpaid principal of a money judgment from the date of entry, at 10 percent a year for most judgments.

Reasonably equivalent value. What the debtor got back in a transfer, measured against what the debtor gave up. A transfer for too little can be voidable even without bad intent.

Renewal of judgment. A filing with the court clerk that extends a money judgment's enforceability for another ten years. Liens need a separate recording to be extended.

Reverse veil piercing. Reaching the assets of a company to satisfy a judgment against its owner, the mirror image of ordinary alter ego liability.

Sister-state judgment. A judgment from a court of another U.S. state. A money judgment can be entered in California by application, without a new lawsuit.

Stipulated judgment. A judgment entered by agreement of the parties, often as part of a settlement that allows entry of judgment if payments are missed.

Temporary protective order (TPO). A short-term order, sought with an attachment application, that bars the defendant from transferring described property until the attachment hearing.

Third-party claim. A sworn claim by someone other than the debtor that levied property belongs to them or is subject to their senior lien.

Third-party examination. A court-ordered examination of someone other than the debtor who holds the debtor's property or owes the debtor money.

Turnover order. A court order directing the debtor or a third party to hand over property, or pay a debt, so it can be applied to the judgment.

Undertaking. A bond. Filed, for example, by a creditor to keep a levy in place against a third-party claim, or by a debtor to stay enforcement during an appeal.

Voidable transfer. A transfer a creditor can ask a court to undo under the Uniform Voidable Transactions Act (called the Uniform Fraudulent Transfer Act before 2016).

REFERENCE

Index of war stories

Each case below is a published court decision summarized in this guide. Citations are provided so the decisions can be found and read in full. A later court or a new statute can change a decision's force; check before relying on any case.

01 *Lydig Construction, Inc. v. Martinez Steel Corp.* (2015) 234 Cal.App.4th 937

02 *Kirkeby v. Superior Court* (2004) 33 Cal.4th 642

03 *Filip v. Bucurenciu* (2005) 129 Cal.App.4th 825

04 *Annod Corp. v. Hamilton & Samuels* (2002) 100 Cal.App.4th 1286

05 *Renda v. Nevarez* (2014) 223 Cal.App.4th 1231

06 *Vitatech Internat., Inc. v. Sporn* (2017) 16 Cal.App.5th 796

07 *Westbrook v. Fairchild* (1992) 7 Cal.App.4th 889

08 *Conservatorship of McQueen* (2014) 59 Cal.4th 602

09 *Greenspan v. LADT LLC* (2010) 191 Cal.App.4th 486

10 *Motores de Mexicali, S.A. v. Superior Court* (1958) 51 Cal.2d 172

11 *Curci Investments, LLC v. Baldwin* (2017) 14 Cal.App.5th 214

12 *Keele v. Reich* (1985) 169 Cal.App.3d 1129

13 *Vasquez v. LBS Financial Credit Union* (2020) 52 Cal.App.5th 97

14 *Fox Johns Lazar Pekin & Wexler, APC v. Superior Court* (2013) 219 Cal.App.4th 1210

15 *Yolanda's, Inc. v. Kahl & Goveia Commercial Real Estate* (2017) 11 Cal.App.5th 509

16 *Macaluso v. Superior Court* (2013) 219 Cal.App.4th 1042

17 *Evans v. Paye* (1995) 32 Cal.App.4th 265

18 *Kono v. Meeker* (2011) 196 Cal.App.4th 81

19 *Rourke v. Troy* (1993) 17 Cal.App.4th 880

20 *Gonzalez v. Toews* (2003) 111 Cal.App.4th 977

21 *Medipro Medical Staffing LLC v. Certified Nursing Registry, Inc.* (2021) 60 Cal.App.5th 622

22 *Keitel v. Heubel* (2002) 103 Cal.App.4th 324

23 *Laycock v. Hammer* (2006) 141 Cal.App.4th 25

24 *Gwartz v. Weilert* (2014) 231 Cal.App.4th 750

25 *Bank of California v. Varakin* (1990) 216 Cal.App.3d 1630

26 *Quiles v. Parent* (2017) 10 Cal.App.5th 130

27 *Lucky United Properties Investment, Inc. v. Lee* (2013) 213 Cal.App.4th 635

28 *Rose v. Hecht* (1949) 94 Cal.App.2d 662

29 *Conseco Marketing, LLC v. IFA & Insurance Services, Inc.* (2013) 221 Cal.App.4th 831

TALK TO A LAWYER

If one of these stories sounds like your file

Benjy Law Corporation represents judgment creditors in California: protecting assets before judgment, recording liens, debtor examinations, bank levies and garnishments, alter-ego and fraudulent-transfer actions, receiverships, and domesticating out-of-state judgments. The best time to call is the day the judgment is entered, and before any enforcement deadline passes.

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