

**1. JOHNSON v. McCALL, 21CV0173**

**Motion for Order Approving Sale of Partition Property**

**TENTATIVE RULING # 1: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY,  
MARCH 15, 2024, IN DEPARTMENT FOUR.**

**2. WAGNER v. FIRSTPV, INC., ET AL., 23CV0893**

**Motion to Compel Further Responses**

On the court's own motion, matter is continued to March 29, 2024. The court apologizes for any inconvenience to the parties.

**TENTATIVE RULING # 2: MATTER IS CONTINUED TO 1:30 P.M., FRIDAY, MARCH 29, 2024,  
IN DEPARTMENT FOUR.**

**3. BARSTOW v. WILLIAMS, PC20210229****Motion for Attorney Fees**

Pending is plaintiff's motion for attorney fees in the amount of \$7,000.00. On January 18, 2024, the court issued a tentative ruling granting plaintiff's motion. At the hearing on January 19, 2024, defendant objected to the tentative ruling on the ground that plaintiff's motion was untimely. The court continued the matter to March 15, 2024.<sup>1</sup>

**1. Background**

This matter arises from a dispute over an easement shared by the parties to this litigation. On June 24, 2021, the court granted a Civil Harassment Restraining Order against defendant and awarded plaintiff \$5,000.00 in fees and costs. (See Code Civ. Proc., § 527.6, subd. (s).) On May 6, 2022, defendant filed an appeal. On March 3, 2023, the Third District Court of Appeal dismissed the appeal due to the fact that defendant failed to file a designation as required by rule 8.121 of the California Rules of Court ("CRC").

**2. Preliminary Matters**

Pursuant to Evidence Code section 452, subdivision (d), the court grants plaintiff's request for judicial notice of Exhibits 1 through 5, as well as the Memorandum of Costs on Appeal and the Proof of Service filed in this case on June 23, 2023.

**3. Discussion**

CRC, rule 8.278 provides, in relevant part, "(1) Except as provided in this rule or by statute, the party prevailing in the Court of Appeal in a civil case other than a juvenile case is entitled to costs on appeal. [¶] (2) The prevailing party is the respondent if the Court of Appeal affirms the judgment without modification or dismisses the appeal." (CRC,

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<sup>1</sup> Also at the January 19, 2024, hearing, plaintiff requested leave to amend her motion for attorney fees, to include additional fees and costs incurred in this litigation, other than those fees and costs incurred on appeal. The court granted this request and set a briefing schedule. However, plaintiff has informed the court that she is "withdrawing the documents she filed with the Court in January 2024." The court interprets this to mean that plaintiff is no longer filing an amended motion for attorney fees.

rule 8.278, subd. (a)(1)–(2).) Additionally, CRC, rule 3.1702 provides: “A notice of motion to claim attorney’s fees on appeal – other than the attorney’s fees on appeal claimed under (b) – under a statute or contract requiring the court to determine entitlement to the fees, the amount of the fees, or both, must be served and filed within the time for serving and filing the memorandum of costs under rule 8.278(c)(1) in an unlimited civil case or under rule 8.891(c)(1) in a limited civil case.” (*Id.*, subd. (c)(1).) “Within 40 days after issuance of the remittitur, a party claiming costs awarded by a reviewing court must serve and file in the superior court a verified memorandum of costs under rule 3.1700.” (*Id.*, subd. (c)(1); see also CRC, rule 3.1702, subd. (c)(1).) “For good cause, the trial judge may extend the time for filing a motion for attorney’s fees in the absence of a stipulation” between the parties. (*Id.*, subd. (d).)

Plaintiff is the prevailing party because the Court of Appeal dismissed the appeal and plaintiff prevailed in the trial court. The remittitur in case number C096229 issued on May 19, 2023, and it explicitly states that plaintiff shall recover costs on appeal. The deadline for requesting costs and filing and serving the notice of motion was June 28, 2023. On June 23, 2023, plaintiff filed a Memorandum of Costs on Appeal, which sets forth the request for \$7,000.00 in attorney fees, but a noticed motion for attorney fees was not filed until January 2, 2024.

In his declaration supporting the motion, plaintiff’s counsel states that counsel charged a flat fee. (Weiner Decl., ¶ 9.) Plaintiff’s counsel also declares, “Although I based my flat rate fee of \$7,000.00 on a legal effort that would likely consume some 20 hours of time at a rate of \$350.00 per hour, the actual time expended related to this appeal has so far been more than 30 hours, not including the time required to prepare this application for fees ....” (*Ibid.*)

Plaintiff’s brief filed February 15, 2024, argues that defendant failed to file any type of response to her memorandum of costs or oppose plaintiff’s motion before the original hearing date (“this opening brief will argue that any irregularities, if any, in the way this

appellate cost bill was brought before the Court, were all waived by the Defendant's failure to object in a timely manner" (Pltf.'s Brief, filed Feb. 15, 2024, at 2:12–14)).

It is true that the deadlines for filing a motion for attorney fees are mandatory. However, the deadlines are not jurisdictional. (*Jones v. Goodman* (2020) 57 Cal.App.5th 521, 542.) While plaintiff did not file a noticed motion for attorney fees until January 2, 2024, plaintiff did timely file the memorandum of costs, which sets forth the request for \$7,000.00 in attorney fees. The noticed motion did not alter the request for attorney fees set forth in the memorandum. Thus, defendant has had notice of plaintiff's requested amount of attorney fees since June 23, 2023. Further, there is no showing of prejudice to defendant for the failure to file a noticed motion by June 28, 2023. Accordingly, the court rejects the objection on the basis of untimeliness. Considering the time required to review defendant's appeal and prepare the motion to dismiss the appeal, the court finds that the requested attorney fee award is reasonable.

**TENTATIVE RULING # 3: PLAINTIFF'S MOTION FOR ATTORNEY FEES IS GRANTED. DEFENDANT MUST PAY PLAINTIFF'S COUNSEL \$7,000.00 NO LATER THAN 30 DAYS FROM THE DATE OF SERVICE OF THE NOTICE OF ENTRY OF ORDER. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.**

**4. MARTEL CONSTRUCTION, INC. v. DRUM LODGE, LLC, SC20200114****(1) Petition to Confirm Arbitration Award****(2) Application to Appear *Pro Hac Vice***Petition to Confirm Arbitration Award

Pending is plaintiff's verified petition to confirm the arbitration award issued on October 25, 2023. Defendant opposes the petition and filed a separate motion in federal court to vacate the award (U.S. Dist. Ct., E. Dist. Cal., Case No. 2:24-CV-00219-WBS-JDP).

**1. Background**

Plaintiff is a Montana corporation. Defendant is a Delaware limited liability company. Both companies are authorized to do business in the State of California.

On June 27, 2018, the parties entered into a "fixed-price" contract to remodel defendant's property in Meeks Bay, California, with a "Total Project Budget" of approximately \$12.5 million. The agreement includes a mandatory arbitration provision.

On August 26, 2020, plaintiff sued defendant for damages and to enforce a mechanic's lien. On December 1, 2020, defendant filed a petition to compel arbitration and stay the action. A hearing on the petition was set for April 30, 2021. However, on April 20, 2021, plaintiff stipulated to proceed with arbitration and stay the action. The stipulation provides that "this action shall be stayed pursuant to Code of Civil Procedure section 1281.4, until an arbitration is had in accordance with this order. [¶] ... [The parties] will report to the Court as soon as the final arbitration award is issued in this matter ...." (Stipulation, filed Apr. 20, 2021), 2:21–25.)

**1.1. The Arbitration**

Arbitration occurred from May 1 to May 5, 2023, and continued from June 26 to June 28, 2023.

Defendant alleges that on May 2, 2023, an ex parte conversation occurred between Devlan Geddes (counsel for plaintiff) and the full arbitration panel. During the

conversation, Mr. Geddes allegedly indicated there was a lack of good arbitrators and mediators in Montana for construction-related cases and stated that he would like to hire members of the panel for future cases. Arbitrator Wilhelmy allegedly stated that working together in the future would be great and noted that he loves flyfishing in Montana. Arbitrator Lozowicki similarly indicated that he was interested in future work with Mr. Geddes. At that point, another staff member participating in the arbitration allegedly entered the room and the conversation ended.

On October 25, 2023, the arbitration panel issued its Final Award in favor of plaintiff. Plaintiff was awarded \$1,475,638 in damages plus interest, \$574,791 in attorney fees and \$72,101 in costs and expenses incurred in the arbitration, as well as reimbursement of arbitration administrative fees and arbitrator compensation.

### **1.2. The Post-Arbitration Petitions**

On January 17, 2024, defendant filed a complaint in the United States District Court for the Eastern District of California. On January 25, 2024, defendant filed in the federal case a motion to vacate the arbitration award. According to the district court's register of actions, a hearing on the motion is currently set for April 1, 2024.

On February 7, 2024, plaintiff filed the instant petition to confirm the arbitration award.

## **2. Preliminary Matters**

Plaintiff's request for judicial notice of Exhibits 5 through 7 is granted. (Evid. Code, § 452, subd. (d).)

## **3. Discussion**

### **3.1. Applicable Law Governing the Scope of Judicial Review**

As an initial matter, the court addresses whether the Federal Arbitration Act's ("FAA") or the California Arbitration Act's ("CAA") procedural provisions apply to the instant petition for judicial review. "[T]he FAA's procedural provisions [(9 U.S.C. §§ 3, 4, 10, 11)] do not apply in state court unless the parties expressly adopt them.... [T]he question is

not whether the parties adopted the CAA's procedural provisions: The state's procedural statutes ([Code Civ. Proc.], §§ 1281.2, 1290.2) apply by default because Congress intended the comparable FAA sections (9 U.S.C. §§ 3, 4, 10, 11) to apply in federal court. The question, therefore, is whether the parties expressly incorporated the FAA's procedural provisions into their agreements." (*Valencia v. Smith* (2010) 185 Cal.App.4th 153, 177.) This question "is a question of law involving interpretation of statutes and the contract (with no extrinsic evidence)." (*Id.*, at pp. 161–162.)

Defendant claims the parties' contract calls for the application of FAA rules, without differentiating between the FAA's substantive and procedural rules. (Opp. at 7:8–9, citing Myre Decl., Ex. 8 at ¶ 6.2.) Plaintiff claims that the CAA's procedural provisions apply because the parties' contract does not contain an express designation of the FAA's *procedural* provisions.

Section 6.2 ("Binding Dispute Resolution") of the parties' contract provides: "For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: Arbitration pursuant to Section 15.4 of AIA Document A201–2017[.]" (Myre Decl., Ex. 8 at ¶ 6.2.) Section 15.4.2. provides: "The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof." (Myre Decl., Ex. 9 at ¶ 15.4.2.) Additionally, Section 15.4.3. provides: "The foregoing agreement to arbitrate ... shall be specifically enforceable under applicable law in any court having jurisdiction thereof."

Section 13.1 ("Governing Law") of the parties' contract provides: "The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4 ["Arbitration"]." (Myre Decl., Ex. 9 at ¶ 13.1.)



The court finds that the choice of law language in Section 13.1 requires that the court apply the FAA procedural provisions to the instant judicial review. There is no other contract provision suggesting the parties intended to incorporate California arbitration law, nor is there any language suggesting the parties intended to arbitrate in conformance with some provisions of the FAA but not others.

### **3.2. Defendant's Pending Motion in Federal Court**

Defendant argues that plaintiff's petition should be stayed because it is duplicative of defendant's earlier-filed motion to vacate the award—which is currently pending—in federal court. Plaintiff, on the other hand, claims that (1) defendant's motion is untimely under either the FAA or CAA; and (2) even if defendant's motion were timely, it should have been filed in this court because, pursuant to Code of Civil Procedure section 1292.6, this court retained jurisdiction to hear post-arbitration petitions.

Regarding the latter issue, defendant argues it was not required to file its petition to vacate in this court where section 10 of the FAA creates a separate cause of action to vacate an arbitration award. (Opp. at 10:19–11:5, citing *Cortez Byrd Chips, Inc. v. Bill Harbert Const. Co.* (2000) 529 U.S. 193, 200–204.) While defendant is correct that section 10 of the FAA creates a separate cause of action, in this case, Code of Civil Procedure section 1292.6 requires defendant's post-arbitration petition to be filed in this proceeding in this court.

Code of Civil Procedure section 1292.6 provides: "After a petition has been filed under this title, the court in which such petition was filed retains jurisdiction to determine any subsequent petition involving the same agreement to arbitrate and the same controversy, *and any such subsequent petition shall be filed in the same proceeding.*" (*Ibid.* [emphasis added].)

Defendant claims Code of Civil Procedure 1292.6 does not apply because defendant's petition to compel arbitration was not filed under Title 9 of the Code of Civil Procedure. That is incorrect. Defendant's petition to compel arbitration explicitly states that it was

made under both 9 U.S.C. section 1, et seq. and Code of Civil Procedure section 1280, et seq. (Def.'s Notice of Pet. to Compel Arbitration, filed Dec. 1, 2020, at 2:5–12.) Therefore, defendant's petition to compel arbitration was made under Title 9 of the Code of Civil Procedure, and this court retained jurisdiction to hear post-arbitration petitions. Had defendant removed the case to federal court and then moved the federal court to compel arbitration, the outcome would be different. However, defendant chose to file its petition to compel arbitration in this court under Title 9 of the Code of Civil Procedure. Accordingly, Code of Civil Procedure section 1292.6 mandates that any post-arbitration petitions be filed in this proceeding, not a separate action.

### **3.3. Plaintiff's Petition to Confirm the Award**

Under section 9 of the FAA, confirmation of an arbitration award is a summary procedure and courts "must grant ... an order [confirming an arbitration award] unless the award is vacated, modified, or corrected." (9 U.S.C. § 9.) Section 10 of the FAA enumerates four circumstances under which a court may vacate an arbitration award: (1) the award was procured by corruption, fraud, or undue means; (2) there is evidence the arbitrators were partial or corrupt; (3) the arbitrators were guilty of misconduct; or (4) the arbitrators exceeded their powers or imperfectly executed them. (9 U.S.C. § 10, subd. (a)(1)–(4).) "The burden of establishing grounds for vacating an arbitration award is on the party seeking it." (*U.S. Life Ins. Co. v. Superior Nat. Ins. Co.* (9th Cir. 2010) 591 F.3d 1167, 1173.)

Defendant contends that the arbitrators demonstrated evident partiality by their May 2, 2023, discussion with plaintiff's counsel regarding potential future work in Montana. In the United States Court of Appeals for the Ninth Circuit, the legal standard for "evident partiality" requires "facts showing a 'reasonable impression of partiality.'" (*New Regency Prods., Inc. v. Nippon Herald Films, Inc.* (9th Cir. 2007) 501 F.3d 1101, 1106, quoting *Schmitz v. Zilveti* (9th Cir. 1994) 20 F.3d 1043, 1048.)

The court finds no evident partiality here. The discussion at issue between the arbitrators and plaintiff's counsel concerned merely potential future work that did not necessarily involve the parties to this case. Because defendant has not established grounds for vacatur, the court confirms the arbitration award.

Application to Appear *Pro Hac Vice*

Application for J. Devlin Geddes to appear *pro hac vice* is granted.

**TENTATIVE RULING # 4: PLAINTIFF'S PETITION TO CONFIRM THE FINAL ARBITRATION AWARD IS GRANTED. APPLICATION TO APPEAR *PRO HAC VICE* IS GRANTED. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.**

**5. GABLER v. AIG PROPERTY CASUALTY CO., 23CV1433****Motion for Reconsideration**

This action was filed on August 24, 2023. A Case Management Conference (“CMC”) was scheduled for December 19, 2023. Plaintiff did not appear at the CMC and, at that time, there was no proof of service of the summons and complaint on defendant. Because plaintiff did not appear for the CMC, the court issued an order to show cause (“OSC”) why the action should not be dismissed due to plaintiff’s failure to appear for the court hearing or to prosecute the litigation. Hearing on the OSC was set for January 19, 2024. Plaintiff did not appear at the OSC and the court dismissed his complaint without prejudice.

On January 30, 2024, plaintiff filed a motion for reconsideration. Having reviewed plaintiff’s moving papers, and good cause appearing, the motion to reconsider is granted. Upon reconsideration, the dismissal is set aside and plaintiff’s complaint (filed Aug. 24, 2023) is reinstated.

**TENTATIVE RULING # 5: PLAINTIFF’S MOTION IS GRANTED. DISMISSAL IS SET ASIDE AND PLAINTIFF’S COMPLAINT IS REINSTATED. THE COURT SETS A CASE MANAGEMENT CONFERENCE AT 11:30 A.M., JULY 10, 2024, IN DEPARTMENT 12. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT’S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.**

**6. GABLER v. SOUTH LAKE TAHOE PUBLIC UTILITY DISTRICT, 23CV1396****Motion for Reconsideration**

This action was filed on August 17, 2023. A Case Management Conference (“CMC”) was scheduled for December 12, 2023. Plaintiff did not appear at the CMC and, at that time, there was no proof of service of the summons and complaint on defendant. Because plaintiff did not appear for the CMC, the court issued an order to show cause (“OSC”) why the action should not be dismissed due to plaintiff’s failure to appear for the court hearing or to prosecute the litigation. Hearing on the OSC was set for January 19, 2024. Plaintiff did not appear at the OSC and the court dismissed his complaint without prejudice.

On January 30, 2024, plaintiff filed a motion for reconsideration. Having reviewed plaintiff’s moving papers, and good cause appearing, the motion to reconsider is granted. Upon reconsideration, the dismissal is set aside and plaintiff’s complaint (filed Aug. 17, 2023) is reinstated.

**TENTATIVE RULING # 6: PLAINTIFF’S MOTION IS GRANTED. DISMISSAL IS SET ASIDE AND PLAINTIFF’S COMPLAINT IS REINSTATED. THE COURT SETS A CASE MANAGEMENT CONFERENCE AT 11:30 A.M., JULY 10, 2024, IN DEPARTMENT 12. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT’S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.**

**7. WILSON v. MUCCILLO, 23CV0451****Motion for Leave to File First Amended Complaint**

This action arises from a real property dispute between former partners in a non-marital relationship. The original complaint was filed on March 30, 2023. Trial is currently set for July 8, 2024. Pending is plaintiff's motion for leave to file the proposed First Amended Complaint ("FAC").

"[T]he trial court has wide discretion in allowing the amendment of any pleading [citations], [and] as a matter of policy the ruling of the trial court in such matters will be upheld unless a manifest or gross abuse of discretion is shown. [Citations.]" (*Record v. Reason* (1999) 73 Cal.App.4th 472, 486.) Nevertheless, it is also true that courts generally should permit amendment to the complaint at any stage of the proceedings, up to and including trial. (*Atkinson v. Elk Corp.* (2003) 109 Cal.App.4th 739, 761; *Magpali v. Farmers Group, Inc.* (1996) 48 Cal.App.4th 471, 487.) But this policy applies "only "[w]here no prejudice is shown to the adverse party." ' " (*Atkinson v. Elk Corp., supra*, 109 Cal.App.4th at p.761.) Moreover, " " "even if a good amendment is proposed in proper form, unwarranted delay in presenting it may – of itself – be a valid reason for denial." ' " (*Huff v. Wilkins* (2006) 138 Cal.App.4th 732, 746; *Record v. Reason, supra*, 73 Cal.App.4th at p. 486.) Thus, appellate courts are less likely to find an abuse of discretion where, for example, the proposed amendment is " " offered after long unexplained delay ... or where there is a lack of diligence....' " (*Hulsey v. Koehler* (1990) 218 Cal.App.3d 1150, 1159.)

Plaintiff's original complaint states causes of action for breach of contract and fraud. The proposed FAC states causes of action for breach of contract, "deed transfer fraud," undue influence, intentional infliction of emotional distress ("IIED"), and promissory estoppel.

Defendant opposes plaintiff's motion on the grounds that (1) the motion is untimely; (2) the motion is futile, as the new causes of action that plaintiff seeks to assert will be

subject to demurrer for failure to state facts sufficient to constitute a cause of action; and (3) defendant will suffer significant prejudice if the motion is granted.

Regarding timeliness, defendant argues that this matter has been pending since March 2023 and plaintiff was aware of the documents—upon which she bases her proposed amendment—several years ago. (Opp. at 1:27–2:8.) However, a trial court may allow the amendment of a pleading at any time up to and including trial. (Code Civ. Proc., § 576.) Further, the court does not find there has been a long, unexplained delay or lack of diligence. Even if there has been a delay in seeking leave to amend, it is an abuse of discretion to deny leave if the opposing party has not been prejudiced or misled. (*Higgins v. Del Faro* (1981) 123 Cal.App.3d 558, 564–565.) The court also notes that no trial date had been set yet when plaintiff filed her motion. It was at the CMC the following date, February 6, 2024, that a court trial was set for July 2024.

Next, defendant claims he will suffer unfair prejudice in the form of further motion practice and delay if the court grants plaintiff leave to amend her complaint. (Opp. at 10:28–11:2.) The court understands that defendant would incur increased litigation costs from additional motion practice. However, plaintiff’s proposed FAC essentially is based on the same facts as set forth in the original complaint. Thus, the proposed amendments should not result in the need for extensive and/or additional discovery. Rather, the proposed amendments primarily involve the addition of new theories of recovery, as opposed to new factual allegations. It is possible the filing of an amended complaint could cause a continuance of the July 2024 trial. However, this court has open trial dates in late July, August, and September (and thereafter). Thus, any delay would be short. On balance, California’s policy of “great liberality” in allowing amendments prevails. Plaintiff’s motion for leave to file a First Amended Complaint is granted.

**TENTATIVE RULING # 7: PLAINTIFF’S MOTION IS GRANTED. THE FIRST AMENDED COMPLAINT MUST BE FILED AND SERVED NO LATER THAN MARCH 29, 2024. NO**

HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.