

1. COOK v. CIRCLE K STORES, INC., 22CV0404

OSC Re: Dismissal

On November 21, 2024, plaintiff's counsel submitted a declaration stating that the case settled on July 15, 2024, but the parties are waiting on the final lien amount. As such, counsel requests a continuance. The request is granted.

TENTATIVE RULING # 1: UPON PLAINTIFF'S REQUEST, THE MATTER IS CONTINUED TO 1:30 P.M., FRIDAY, FEBRUARY 21, 2025, IN DEPARTMENT FOUR.

2. HUTCHINSON v. EL DORADO COUNTY HEALTH & HUMAN SERVICES, 24CV2269**Petition for Writ of Mandate**

On October 11, 2024, petitioner filed a petition for writ of mandate¹ challenging the California Department of Social Services' August 7, 2024, denial of rehearing regarding petitioner's monthly CalFresh allotment.

Code of Civil Procedure section 1094.5 provides for the issuance of a writ of mandate where the writ is issued for the purpose of inquiring into the validity of any final administrative order or decision made as the result of a proceeding in which by law a hearing is required to be given, evidence is required to be taken, and discretion in the determination of facts is vested in the inferior tribunal, corporation, board, or officer.

The petitioner has the burden of proof and bears the burden and the cost of preparing and producing the administrative record. (Code Civ. Proc., §§ 1094.5, subd. (a), 1094.6, subd. (c).) In this case, petitioner has not provided a sufficient record for this court to review the challenged administrative order. (*Eureka Citizens for Responsible Gov't v. City of Eureka* (2007) 147 Cal.App.4th 357, 366; *Elizabeth D. v. Zolin* (1993) 21 Cal.App.4th 347, 354.) Therefore, the petition is denied without prejudice.

TENTATIVE RULING # 2: THE PETITION IS DENIED WITHOUT PREJUDICE. 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

¹ The petition was filed on Judicial Council Form APP-151, which is used for requesting a writ in a misdemeanor, infraction, or limited civil case only. However, the court construes the petition as a petition for writ of administrative mandamus under Code of Civil Procedure section 1094.5.

TLEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

3. MAISEL v. BUSSELL, ET AL., 23CV1464

Defendant Bussell's Motion for Reconsideration

Before the court is defendant Ryan Bussell's ("defendant") motion for reconsideration, pursuant to Code of Civil Procedure section 1008, subdivision (a), of the court's September 13, 2024, order overruling defendant's demurrer to the first cause of action for breach of contract in plaintiff's First Amended Complaint.

TENTATIVE RULING # 3: DUE TO THE UNAVAILABILITY OF THE JUDICIAL OFFICER WHO MADE THE INITIAL RULING, THE MATTER IS CONTINUED TO 1:30 P.M., FRIDAY, DECEMBER 6, 2024, IN DEPARTMENT FOUR.

4. CAVALRY SPV I, LLC v. JOHNSON, 22CV1095

OSC Re: Dismissal

TENTATIVE RULING # 4: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY,
NOVEMBER 22, 2024, IN DEPARTMENT FOUR.

5. ARANA v. ALONZO, ET AL., 23CV0602**Demurrer**

Before the court is defendant Frontier Pest Control's ("defendant") demurrer to the sixth and seventh causes of action in plaintiff's complaint on the grounds of uncertainty and failure to state a cause of action.

Plaintiff's counsel submitted a declaration indicating she met and conferred with defendant prior to filing the demurrer pursuant to Code of Civil Procedure section 430.41, subdivision (a)(2).

1. Background

On March 30, 2022, plaintiff submitted an offer to purchase the real property located at 1677 Glenwood Way in South Lake Tahoe, California. (Compl., ¶¶ 12, 15.) As part of the sale transaction, plaintiff hired defendant to inspect the property. (Compl., ¶ 102.)

Plaintiff claims defendant failed to detect or disclose to plaintiff a roof leak, mold, chimney leak, and defective plumbing. (Compl., ¶¶ 90, 102.) Relying in part on defendant's inspection report, which did not mention any of these issues, plaintiff completed the purchase of the property. (Compl., ¶¶ 19, 97.)

After purchasing the property, however, plaintiff discovered the roof leak, mold, chimney leak, and defective plumbing. (Compl., ¶ 23.)

The sixth cause of action in plaintiff's complaint is for negligent misrepresentation and the seventh cause of action is for negligence.

2. Request for Judicial Notice

Pursuant to Evidence Code section 452, subdivision (h), the court grants defendant's unopposed request for judicial notice of Exhibit A (print-out from Structural Pest Control Board's ("SPCB") website containing SPCB's definition of "wood destroying organisms") and Exhibit B (print-out from SPCB's website identifying the three branches of Structural Pest Control and showing Branch 3 as including only "wood destroying organisms").

The court denies defendant's request for judicial notice of what is also labelled as Exhibit A (SPCB publication entitled, "Questions and Answers about Structural Pest Control Inspections") in reply to plaintiff's opposition.

3. Legal Principles

"[A] demurrer challenges only the legal sufficiency of the complaint, not the truth or the accuracy of its factual allegations or the plaintiff's ability to prove those allegations." (*Amarel v. Connell* (1998) 202 Cal.App.3d 137, 140.) A demurrer is directed at the face of the complaint and to matters subject to judicial notice. (Code Civ. Proc., § 430.30, subd. (a).) All properly pleaded allegations of fact in the complaint are accepted as true, however, improbable they may be, but not the contentions, deductions, or conclusions of fact or law. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318; *Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.) A judge gives "the complaint a reasonable interpretation, reading it as a whole and its parts in their context." (*Blank, supra*, 39 Cal.3d at p. 318.)

4. Discussion

5.1. Sixth Cause of Action for Negligent Misrepresentation

The elements of negligent misrepresentation are (1) the defendant made a false representation as to a past or existing material fact; (2) the defendant made the representation without reasonable ground for believing it to be true; (3) in making the representation, the defendant intended to deceive the plaintiff; (4) the plaintiff justifiably relied on the representation; and (5) the plaintiff suffered resulting damages. (*West v. JPMorgan Chase Bank, N.A.* (2013) 214 Cal.App.4th 780, 792.)

To state a claim for negligent misrepresentation, "a positive assertion is required; an omission or an implied representation is not sufficient." (*Apollo Capital Fund, LLC v. Roth Capital Partners, LLC* (2007) 158 Cal.App.4th 226, 243.)

The complaint alleges defendant failed to disclose to plaintiff a roof leak, mold, chimney leak, and defective plumbing. (Compl., ¶ 90.) Defendant argues that (1) the

complaint fails to allege any specific misrepresentation (Dem. at 5:9–17); and (2) as a licensed structural pest control inspector, defendant was legally prohibited from inspecting the items at issue (Dem. at 5:23–25).

Because negligent misrepresentation requires a positive assertion, the court finds that any alleged omission by defendant cannot be negligent misrepresentation. (*Apollo Capital Fund, LLC, supra*, 158 Cal.App.4th at p. 243.) Therefore, the court sustains defendant’s demurrer to the sixth cause of action on this basis. Because plaintiff has not been afforded a previous opportunity to amend, and there is a reasonable possibility that defendant made a positive assertion that is not true, the court grants leave to amend. (*Careau & Co. v. Security Pacific Bus. Credit, Inc.* (1990) 222 Cal.App.3d 1371, 1386.)

Defendant also argues that the sixth cause of action is uncertain because it fails to differentiate the allegations between multiple defendants. However, plaintiff states he will amend the complaint to remove the uncertainty. (Opp. at 3:23–24.) The demurrer is therefore sustained on this ground with leave to amend.

5.2. Seventh Cause of Action for Negligence

“Actionable negligence involves a legal duty to use due care, a breach of such legal duty, and the breach as the proximate or legal cause of the resulting injury.” (*United States Liab. Ins. Co. v. Haidinger-Hayes, Inc.* (1970) 1 Cal.3d 586, 594.) “It is axiomatic that liability for negligence in any scenario must be premised on a duty of care, and ‘[t]he existence and scope of a defendant’s duty is an issue of law to be decided by the court.’ [Citation.]” (*Lynch v. Peter & Associates etc.* (2024) 104 Cal.App.5th 1181, 1189.)

Defendant argues that the seventh cause of action is uncertain because it fails to differentiate the allegations between multiple defendants. Plaintiff states he will amend the complaint to remove the uncertainty. (Opp. at 3:23–24.) The demurrer is sustained on this ground with leave to amend.

Defendant also argues there is no alleged duty of care. Plaintiff’s complaint alleges defendant negligently failed to detect or inform plaintiff of the roof leak, mold, chimney

leak, or defective plumbing. (Compl., ¶ 102.) Defendant argues that as a licensed structural pest control inspector, defendant “could not possibly owe a duty of care to plaintiff to disclose any of the items cited in the Complaint.” (Dem. at 7:5–7.)

Plaintiff is directed to articulate the basis for the alleged duty of care in his amended complaint.

TENTATIVE RULING # 5: THE DEMURRER IS SUSTAINED WITH LEAVE TO AMEND. IN HIS AMENDED COMPLAINT, PLAINTIFF IS DIRECTED TO ARTICULATE THE BASIS FOR DEFENDANT FRONTIER PEST CONTROL’S ALLEGED DUTY OF CARE IN THE SEVENTH CAUSE OF ACTION FOR NEGLIGENCE. 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. McMAHON, ET AL. v. BULMAN, 23CV0622**Defendant's Motion for Distribution of Funds after Partition Sale**

Before the court is defendant Erik Bulman's ("defendant") motion for distribution of funds after partition sale. The partition referee has deposited \$248,851.27, the residue of the sale proceeds, with the Clerk of the El Dorado Superior Court. Based on the American Land Title Association Report filed April 29, 2024, it appears that, with the exception of the referee's compensation for his services, all costs of the sale have been paid. The parties do not address the costs of sale or referee's compensation in their briefs.

1. Factual Background

In 2001, plaintiffs David McMahon and Maria Nymark-McMahon (collectively, "plaintiffs") and defendant acquired a piece of real property located at 1171 Herbert Avenue Unit D in South Lake Tahoe, California (the "Property"), to serve as a rental property and vacation home for the parties.

Plaintiffs owned a collective 50 percent cotenant interest in the Property and defendant owned a 50 percent cotenant interest in the Property. The parties paid for Property expenses via a joint checking account in the names, David McMahon and Erik Bulman (the "Bulmac Account").

In 2012 and 2013, the parties sold two properties in Utah. Plaintiffs took their portion of the proceeds and deposited them into their personal accounts. Defendant claims he deposited his share of the proceeds, \$36,795.58, into the Bulmac Account.

Eventually, the parties' relationship broke down. On April 18, 2023, plaintiffs sued defendant to partition the Property.

2. Discussion

Code of Civil Procedure section 873.820 provides: "The proceeds of sale for any property sold shall be applied in the following order: [¶] (a) Payment of expenses of sale. [¶] (b) Payment of the other costs of partition in whole or in part or to secure any cost of partition later allowed. [¶] (c) Payment of any liens on the property in their order of

priority except liens which under the terms of sale are to remain on the property. [¶]
(d) Distribution of the residue among the parties in proportion to their shares as determined by the court.”

Code of Civil Procedure section 874.010 states that “[t]he costs of partition include: [¶] (a) Reasonable attorney’s fees incurred or paid by a party for the common benefit. [¶] (b) The fee and expenses of the referee. [¶] (c) The compensation provided by contract for services of a surveyor or other person employed by the referee in the action. [¶] (d) The reasonable costs of a title report procured pursuant to Section 872.220 with interest thereon at the legal rate from the time of payment or, if paid before commencement of the action, from the time of commencement of the action. [¶] (e) Other disbursements or expenses determined by the court to have been incurred or paid for the common benefit.”

Code of Civil Procedure section 872.140 provides: “The court may, in all cases, order allowance, accounting, contribution, or other compensatory adjustment among the parties according to the principles of equity.”

2.1. Alleged Management Fee

Plaintiffs claim they are entitled to a management fee of \$9,296.50² (McMahon Decl., Ex. B) because “[f]rom 2014 until the Property was sold, Plaintiffs had to manage and maintain the Property after Defendant abandoned it and refused to participate.” (Pltfs.’ Opp. at ¶ 15.) Plaintiffs do not identify exactly what the management fee covers.

2.2. Alleged Homeowners Association Dues, Penalties, and Fees

Plaintiffs claim that defendant stopped paying the Homeowner’s Association (“HOA”) fees on the Property in 2013. (McMahon Decl., ¶ 8.) Plaintiffs allegedly learned of an HOA

² Plaintiffs allege they incurred \$18,593.00 in management fees (McMahon Decl., Ex. B), and thus, a 50 percent offset is equal to \$9,296.50.

foreclosure sale at “the last minute” and, in December 2014, wired \$9,510.97³ to the HOA to avoid foreclosure. (McMahon Decl., ¶ 8 & Ex. C.)

2.3. Alleged Deposits and Withdrawals

2.3.1. Defendant’s Alleged Deposit and Withdrawals from the Bulmac Account

Defendant claims he deposited \$36,795.58 (defendant’s share of the proceeds from the sale of the two Utah properties) into the Bulmac Account; and of that amount, he withdrew only \$12,917.84. (Mtn. at 5:3.) Thus, defendant argues, he is entitled to the rest of the personal funds he deposited. Defendant claims the amount he is entitled to is \$15,877.74 (Mtn. at 5:5–6) but it is unclear to the court how defendant calculates this figure.

Plaintiffs question defendant’s contention that he deposited \$36,795.58 into the Bulmac Account. (Pltfs.’ Opp. at ¶ 5.) Additionally, plaintiffs claim that between 2012 and 2014, defendant made unauthorized withdrawals from the Bulmac Account in the amount of \$13,417.00. (Pltfs.’ Opp. at ¶ 6, citing McMahon Decl., ¶ 7 & Ex. A.)

Furthermore, plaintiffs claim that by May 2014, “the balance in the Bulmac Account was zero. Therefore, once the partnership withdrew the funds from the account, they no longer belonged to Defendant and he is not entitled to a credit.” (Pltfs.’ Opp. at ¶¶ 23–24, citing *Lee v. Yang* (2003) 111 Cal.App.4th 481, 493.)

2.3.2. Plaintiffs’ Alleged Deposit to the Bulmac Account

Plaintiffs allege they deposited \$8,000.00 into the Bulmac Account in 2013. (McMahon Decl., ¶ 8 & Ex. A.) Should the court find that defendant is entitled to a credit based on the alleged \$36,795.58 that he deposited into the Bulmac Account, plaintiffs claim they, too, should be entitled to a credit for the \$8,000.00 they deposited. (Pltfs.’ Opp. at ¶ 25.)

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³ Of the \$9,510.97 paid, \$4,900 was comprised of late fees and penalties. It is the court’s understanding that the remaining \$4,610.97 was comprised of regular HOA fees.

2.4. Alleged Attorney Fees

2.4.1. Defendant's Alleged Attorney Fees

Defendant claims he has incurred \$19,365.86⁴ in reasonable attorney fees and costs for the common benefit. (Mtn. at 6:9–11.) Thus, he claims, he is entitled to a 50 percent offset of \$9,682.93. (Mtn. at 6:19–20.)

In support of this claim, defendant notes that his attorney prepared (1) the Joint Stipulation to Interlocutory Judgment; (2) the first Joint Stipulation and Ex Parte Application to Confirm Sale, and all the supporting moving papers; and (3) the second Joint Stipulation and Ex Parte Application to Confirm Sale, and all the supporting moving papers.

2.4.2. Plaintiffs' Alleged Attorney Fees

Plaintiffs claim they incurred \$10,396.75⁵ in reasonable attorney fees and costs for the common benefit. (Pltfs.' Opp. at ¶ 28.) According to plaintiffs, defendant's refusal to sell the Property made it necessary for plaintiffs to bring this partition action, push the sale forward, and bring the case to this point. (Pltfs.' Opp. at ¶ 27.)

TENTATIVE RULING # 6: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, NOVEMBER 22, 2024, IN DEPARTMENT FOUR.

⁴ Defendant alleges \$17,062.50 in attorney fees and \$2,303.36 in costs for a total of \$19,365.86. (Mtn. at 6:9–11.)

⁵ Plaintiffs allege \$9,475.00 in attorney fees and \$921.75 in costs for a total of \$10,396.75. (Pltfs.' Opp. at ¶ 28.)

7. CARDENAS v. LAKE TAHOE LODGING CO., ET AL., 22CV0189

OSC Re: Dismissal

**TENTATIVE RULING # 7: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY,
NOVEMBER 22, 2024, IN DEPARTMENT FOUR.**

8. LAKESIDE PARK ASSN., INC. v. AMBASSADOR LODGE, ET AL., 22CV0183

OSC Re: Dismissal

**TENTATIVE RULING # 8: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY,
NOVEMBER 22, 2024, IN DEPARTMENT FOUR.**

9. BORTOLOTTO v. LeCLAIR, ET AL., 24CV0453

Motion to Be Relieved as Counsel

TENTATIVE RULING # 9: THE MOTION 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.

10. LVNV FUNDING, LLC v. DUKE, 22CV0956

OSC Re: Dismissal

**TENTATIVE RULING # 10: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY,
NOVEMBER 22, 2024, IN DEPARTMENT FOUR.**

11. LVNV FUNDING, LLC v. MURPHY, 22CV0804

OSC Re: Dismissal

**TENTATIVE RULING # 11: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY,
NOVEMBER 22, 2024, IN DEPARTMENT FOUR.**

12. SANCHEZ v. AIRBNB, INC. ET AL., 22CV1495**Motion to Bifurcate**

Defendant Jiajun Liang (“defendant”) moves for an order bifurcating the trial such that the issue of liability would be tried prior to the question of damages. Plaintiff opposes the motion.

1. Factual Background

This is a trip-and-fall case that occurred at defendant’s rented Airbnb premises on March 22, 2022. Plaintiff walked through the snow-covered backyard area trying to access the side yard, which provided access to his vehicle parked in the front driveway. As he walked, plaintiff’s right foot hit something hard hidden under the snow, causing him to trip and fall face first into the snow. Plaintiff allegedly fractured his femur, requiring surgery and resulting in permanent disability.

2. Discussion

Code of Civil Procedure section 1048 provides that “[t]he court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of ... any separate issue or of any number of causes of action or issues....” (*Id.*, subd. (b).)

Further, Code of Civil Procedure section 598 (“section 598”) “provides for determination of the negligence issue at trial before evidence on the issue of damages is introduced.” (*Horton v. Jones* (1972) 26 Cal.App.3d 952, 954.) The statute permits a court to order such bifurcation in order to promote “the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation....” (§ 598.) Section 598 seeks to avoid “the waste of time and money caused by the unnecessary trial of damage questions in cases where the liability issue is resolved against the plaintiff” (*Horton*, at p. 955) and also “prevents possible prejudice to a defendant where a jury might look past liability to compensate a plaintiff through sympathy for his or her damages” (Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2024) 12:414).

“[T]rial courts have broad discretion to determine the order of proof in the interests of judicial economy.” (*Grappo v. Coventry Financial Corp.* (1991) 235 Cal.App.3d 496, 504.)

Defendant argues the court should bifurcate the trial because (1) “this case could easily result in a defense verdict after a fairly straightforward liability phase,” which would obviate the need for a trial on damages (Mtn. at 3:24–4:3); (2) “little, if any, of the evidence presented at the liability phase will be repeated during the damages phase” (Mtn. at 4:4–5); (3) it would potentially reduce the parties’ costs, such as expert fees and attorney fees associated with trying issues related to the amount of damages (Mtn. at 4:20–22); (4) defendant will potentially suffer prejudice in the form of additional costs if she is required to try the issue of damages at the same time as liability (Mtn. at 4:25–28); (5) it will promote settlement (Mtn. at 5:1–9); and (6) it will prevent possible prejudice to defendant where the jury might look past liability to compensate plaintiff through sympathy for his damages (Mtn. at 5:11–12).

In opposition, plaintiff argues that (1) the facts support a finding of liability (Pltf.’s Opp. at 3:23–4:8); (2) bifurcation will result in severe inconvenience to the witnesses and plaintiff’s counsel, who do not live in the South Lake Tahoe area (Pltf.’s Opp. at 4:9–13); (3) plaintiff is severely limited in mobility and should not be forced to travel twice from his hometown to South Lake Tahoe for trial (Pltf.’s Opp. at 4:11–13); (4) it is more judicially efficient to try the liability and damages phases together where there are expected to be 11 liability witnesses (plaintiff, wife, son, daughter-in-law, builder, one plaintiff expert, two defense experts, defendant, husband, and property manager) and 10 to 11 damages witnesses (the same four plaintiff family members, two plaintiff experts, three defense experts, and possibly a medical provider) (Pltf.’s Opp. at 4:14–25); and (5) jury instructions can cure the potential prejudice to defendant that jurors may look past liability to compensate plaintiff through sympathy for his damages (Pltf.’s Opp. at 5:3–16).

The court exercises its discretion to bifurcate the trial on the issues of liability and damages. The court finds that only a small portion of the evidence, if any, would need to be repeated in the damages phase. Although there may be some inconvenience to plaintiff and his family witnesses, the court finds that bifurcation will promote the ends of justice and the economy and efficiency of handling litigation.

TENTATIVE RULING # 12: THE MOTION TO BIFURCATE TRIAL IS GRANTED. THE ISSUE OF LIABILITY SHALL BE TRIED BEFORE THE ISSUE OF DAMAGES. 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.

13. NAME CHANGE OF ICHNAGER, 24CV2078

OSC Re: Name Change

To date, there is no proof of publication in the court's file. Additionally, the court needs further information to clarify petitioner's request.

TENTATIVE RULING # 13: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, NOVEMBER 22, 2024, IN DEPARTMENT FOUR.

14. CHAIPAN-GAMBLE, ET AL. v. PICK 6 TAHOE, LLC, ET AL., 22CV0427

OSC Re: Dismissal

**TENTATIVE RULING # 14: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY,
NOVEMBER 22, 2024, IN DEPARTMENT FOUR.**