September 20, 2024
Dept. 9
Tentative Rulings

1.	22CV1608	CRAMER v. NORTON
Default Judgment		

David Cramer ("Plaintiff" or "Cramer") brings a Motion for Default Judgment ("Motion") against First American Title Company ("First American"). Plaintiff states that pursuant to California Code of Civil Procedure ("CCP") §471.5 he can amend his Complaint once, without leave of Court, before First American files its Answer.[1] Plaintiff filed and served his First Amended Complaint ("FAC") on June 17, 2024. He claims that First American had 30 days to file an Answer and failed to do so.[2] Plaintiff states he did not stipulate to an extension for First American to Answer, and he therefore moves for a Default Judgment.

First American opposes the Motion. The lawsuit arises from a real property dispute between neighbors – Cramer and Miche Rene Norton ("Norton") – wherein Cramer alleges that the driveway on Norton's property encroaches onto Cramer's property. On February 9, 2023, Norton filed an Answer to the Complaint and a Verified Cross-Complaint against Cramer alleging Norton is entitled to an easement over a portion of Cramer's property. As stated above, on June 17, 2024, Cramer filed a FAC, which names First American as a Defendant. First American believes that the FAC was filed without obtaining Norton's consent or leave of the Court. First American was served with the FAC on July 5, 2024[3]. On August 1, 2024, First American filed a Declaration re: Inability to Meet and Confer ("Declaration") and therefore they argue the deadline for their responsive pleading to the FAC was due on September 4, 2024. However, on August 7, 2024, Cramer filed the present Motion.

At a hearing on August 20, 2024, the Court heard and granted First American's Ex Parte Application to vacate the trial and all trial-related dates, and during that hearing, First American claims the Court suggested that the parties meet and confer in advance of this Motion. Counsel for First American attempted to meet and confer with Cramer, who they allege did not respond. Thereafter, on September 4, 2024, First American filed a demurrer to the FAC and a motion to strike the FAC; these will be heard on January 17, 2025.

First American argues that upon filing the Declaration, the due date for its responsive pleadings to the FAC was automatically extended to September 4, 2024. CCP §§430.41(a)(2) and 435.5(a)(2) provide that before filing a demurrer or motion to strike, the moving party must meet and confer with the party who filed the pleading that is subject to the demurrer or motion, and that if the parties are unable to meet and confer at least five days before the date the responsive pleading is due, then the demurring or moving party is granted an automatic 30-day extension of time to file their pleading. Those sections only require that a declaration be filed, stating under penalty of perjury that a good faith attempt to meet and confer was made and the

[1] Plaintiff incorrectly cites CCP §471.5 instead of §472.
[2] CCP §471.5 provides that the defendant has 30 days to answer an amended Complaint.
[3] Proof of Service by Personal Service filed with the Court confirms that First American was served on July 5, 2024.

reasons why the parties could not meet. The 30-day extension starts from the date responsive pleading was initially due.

Since First American was served with the FAC on July 5, 2024, their responsive pleading was initially due on August 5, 2024[1]. After filing the Declaration, the 30-day extension moved First American's deadline for a responsive pleading to September 4, 2024.

TENTATIVE RULING #1:

MOTION FOR DEFAULT JUDGMENT IS DENIED.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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[1] The Court calculates 30-days from July 5, 2024, to be Sunday, August 4, 2024, which means the deadline for a responsive pleading was initially Monday, August 5, 2024.

2.	**24PR0221**	**MATTER OF JONES SPECIAL NEEDS TRUST**
Petition for Instructions		

Walter J. Jones and Gail A. Jones established The Jones Family Trust ("Trust") on February 21, 1995, as Trustors/Grantors and Co-Trustees. When Walter died, Gail restated the Trust in entirety. The Trust was amended on August 23, 2017, and on January 9, 2018. On November 2, 2020, Gail died.

Pursuant to the Trust, Melissa Louise Pedlar began serving as the Successor Trustee, and the Trust stated that all trust assets would be held in The Bonnie Jones Special Needs Trust ("Special Needs Trust"), which was created under the Trust. Ms. Pedlar later resigned, and the Petitioner was appointed as Successor Trustee.

The current beneficiary of the Special Needs Trust is Bonnie Jones, who is a high functioning adult with special needs. She receives SSI to meet her daily needs. The assets of the Special Needs Trust include a sum of money and the real property located at La Gloria Way ("property"). The property is currently infested by rats and an abatement is necessary. There have been obstacles in completing the abatement due to Bonnie's refusal to allow access to the property. There is a mattress that includes a rat nest where they were breeding, and a pile of personal items that seems to be attracting the rats, where a large amount of rat feces was found. Bonnie is undergoing chemotherapy for a cancer diagnosis and the rat infestation is a grave concern.

This Petition is brought pursuant to Probate Code §17200, which gives the Court jurisdiction over all proceedings concerning the internal affairs of a trust. Petitioner is required to perform her duties in good faith and with reasonable prudence, discretion, and intelligence. (*Estate of Bissinger* (1963) 212 CA2d 831, 840.) It imposes a standard of care with respect to noninvestment duties that requires the trustee to use the reasonable skill, care, and caution that a prudent person acting in a similar capacity would use to accomplish the purposes of the trust. Probate Code section 16040, subd. (a). (*Toedrer v. Bradshaw* (1958) 164 CA2d 200, 208.) The trustee has a duty always to consider and act in the best interest of the beneficiaries of the trust. The trustee has a duty to take reasonable steps under the circumstances to take and keep control of and to preserve trust property. Probate Code section 16006.

The purpose of the Special Needs Trust is "to provide financial aid that is supplemental to, rather than a replacement for, government benefits provided to the beneficiary [Bonnie], without disturbing government benefits that would be available to the beneficiary if the trust did not exist." (Exhibit "A" at page 6). The Special Needs Trust further provides that in accordance with this stated purpose, the trustee may pay to or apply for the benefit of Bonnie as much of the trust income or principal as the trustee determines is necessary or desirable to meet Bonnie's special needs. Petitioner argues, it is clear that the intent of the Settlors was to

ensure Bonnie's needs were met, which would reasonable include having a place to live in if available.

Here, a conflict exists between the stated terms of the Trust, i.e. to apply the income and principal of the Special Needs Trust for Bonnie's benefit during her lifetime, and Petitioner's fiduciary duties of loyalty and to preserve trust property and the desires of the current beneficiary. Moreover, this conflict also exists with respect to what Bonnie's wishes are and Petitioner's duties owed to the remainder beneficiary, the California State Parks. Petitioner believes it would be in Bonnie's best interest and in compliance with her fiduciary duties to arrange for and schedule all ongoing abatement services for the rat infestation and to remove any and all items from the Property that are identified by the pest control as infested with rats or are an ongoing source attracting the rats. This proposed course of action would preserve the property of the Special Needs Trust from further damage or disrepair and would provide a healthy and safe environment for Bonnie to continue living in. This course of action would also preserve the property for the ultimate remainder beneficiary in accordance with Petitioner' fiduciary duties.

The Court finds that despite the conflict between the terms of the Trust and Petitioner's duties, if the property is no longer livable, the purpose of the Trust is lost, and while Trust assets need to be expended to complete the abatement, that the cost is a reasonable and necessary expense.

Petitioner is seeking a Court Order that:

1. Notice has been given in the manner required by law;
2. The allegations of the Petition are true and correct;
3. Petitioner, as Successor Trustee, be instructed to arrange for and schedule all ongoing abatement services by a qualified pest control company necessary to ensure appropriate repair and maintenance of the real property located at 10137 La Gloria Way, Rancho Cordova, CA 95670 due to the rat infestation; and,
4. Petitioner, as Successor Trustee, be instructed to remove any and all items from the property that are identified by the pest control as infested with rats or are an ongoing source attracting the rats.

TENTATIVE RULING #2:

ABSENT OBJECTION, THE PETITION IS GRANTED AS REQUESTED TO ALLOW FOR PETITIONER TO PROCEED WITH NECESSARY ABATEMENT MEASURES.

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3.	**24PR0167**	**MATTER OF BARRE REVOCABLE TRUST**
Motion for Transferring Venue & Attorney Fees		

On June 14, 2024, a Petition for Accounting and Removal of Trustee ("Petition") was filed with this Court.[1] Due to lack of jurisdiction, the matter was dropped from calendar on July 29, 2024.

However, in the interim, on July 26, 2024, the Trustee filed a Motion to Transfer Venue and to Award Attorney's Fees ("Motion"). Counsel's declaration indicates that the Trustee incurred $6,868.50 in legal fees for bringing the Motion and an additional $1,500 was expected for appearing at a hearing on the Motion and facilitating the transfer, for a total of $8,368.50.

A party may bring a motion for change of venue "within the time otherwise allowed to respond to the complaint," and without first answering, demurring, or moving to strike. (Code Civ. Proc., § 396b, subd. (a).) While that motion deadline is normally 30 days for civil actions, the Probate Code preempts the rules applicable to civil actions and has its own applicable rule for when a party may respond to the complaint. (Prob. Code, §§ 1000, subd. (a), 1040.) In particular, "[a]n interested person may appear and make a response or objection in writing at or before the hearing." (Prob. Code, § 1043, subd. (a).) Therefore, a respondent may file a motion to change venue at any time prior to the hearing on the petition because such a motion is a "response or objection" to the petition. As such, a motion to change venue is timely if made any time prior to the initial hearing on the petition because the Probate Code affords respondents the ability to file a written objection all the way up to and including the time of the hearing itself.

The court may award the prevailing party their reasonable expenses and attorney's fees incurred in making or resisting the motion to transfer: (b) In its discretion, the court may order the payment to the prevailing party of reasonable expenses and attorney's fees incurred in making or resisting the motion to transfer whether or not that party is otherwise entitled to recover his or her costs of action. In determining whether that order for expenses and fees shall be made, the court shall take into consideration (1) whether an offer to stipulate to change of venue was reasonably made and rejected, and (2) whether the motion or selection of venue was made in good faith given the facts and law the party making the motion or selecting the venue knew or should have known. As between the party and his or her attorney, those expenses and fees shall be the personal liability of the attorney not chargeable to the party. Sanctions shall not be imposed pursuant to this subdivision except on notice contained in a party's papers, or on the court's own noticed motion, and after opportunity to be heard. (Code Civ. Proc.., § 396b, subd. (b))

[1] Daniel and Desiree Besmer brought the initial Petition and therefore are being referred to as Petitioner, despite being the Respondent to the Petition currently at issue before the Court.

In deciding whether to award fees, Respondent argues that the Court is to evaluate whether the Petitioners' selection of venue was made in good faith given the facts and law the party selecting the venue knew or should have known when the action was filed. (Code Civ. Proc., § 396b, subd. (b).) Respondent alleges that it is clear from the Petition that Petitioners knew there was a living trust, the Trustee is the currently serving trustee, that Trustee resides in Riverside County, and that prior trust proceedings were commenced in Riverside County (including the associated legal and factual basis for venue in Riverside County. Respondent further argues that the Riverside County Superior Court dismissed Petitioners' assertion in the proceedings in Riverside County that El Dorado County was the appropriate venue for trust proceedings. (See *Request for Judicial Notice*)

Respondent argues that given the facts acknowledged by Petitioners in the Petition, coupled with the prior litigation in Riverside County, the decision to file the Petition in El Dorado County was in bad faith and completely lacking in any factual or legal support. Furthermore, counsel for Trustee provided Petitioners a detailed meet and confer correspondence that outlined how venue was not appropriate in El Dorado County, and the correspondence proposed a stipulation to transfer the matter to Riverside County. (Phipps Declaration, p. 2.)

While the Court understands the reason for bringing the Motion for Change of Venue, it also seems that a simple opposition to the Petition may have sufficed, as the Court came to its conclusion before ever reviewing the Motion. However, due to the facts outlined and the clear justification for venue to be Riverside County, the Court finds that granting some amount of attorney fees is appropriate.

TENTATIVE RULING #3:

THE MOTION FOR CHANGE OF VENUE IS DENIED AS MOOT, AND ATTORNEY FEES IN THE AMOUNT OF $6,868.50 ARE GRANTED.

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REQUESTS WILL BE SET FOR HEARING ON ONE OF THE THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. THE COURT WILL ADVISE THE PARTIES OF THE LONG CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. PARTIES MAY PERSONALLY APPEAR AT THE HEARING. IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM, PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.

4.	**24CV1325**	**BARTOLO v. DECOURVAL**
Motion to Compel		

This case involves an alleged breach of a construction contract. Defendant brings this Motion to Compel ("Motion"), requesting that Plaintiffs be required to further respond to his First Demand for Bill of Particulars ("Demand"). Looking at the documents attached to the Motion, it appears the Demand was for a production of documents, although there is no reference to the relevant Code of Civil Procedure section or indication that makes that assumption clear to the Court. Plaintiffs oppose the Motion, arguing that Defendant's demand for a bill of particulars is a defective discovery device.

Not only is the Court unsure that this was a proper discovery request, but pursuant to the California Rules of Court, Rule 3.1345, any motion involving the content of a discovery request or the responses to that request, requires that a separate statement be provided. No such separate statement was provided.

Under Code of Civil Procedure §2031.300(c) the Court is required to impose monetary sanctions against the party brining an unsuccessful discovery motion.

TENTATIVE RULING #4:

MOTION TO COMPEL IS DENIED AND DEFENDANT IS ORDERED TO PAY SANCTIONS IN THE AMOUNT OF $150.00.

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5.	**24CV1533**	**LVNV FUNDING v. LEWIS**
Motion to Dismiss		

Defendant brings this Motion to Dismiss ("Motion") based on the statute of limitations. The Complaint was filed on July 16, 2024, and alleges breach of contract and open book account. Plaintiff is a debt buyer and is the successor in interest to the original creditor.

Defendant argues that pursuant to California Code of Civil Procedure §337 ("CCP"), there is a four-year statute of limitations for these causes of action. He notes that the last payment to Plaintiff was on May 14, 2020, which is undisputed in the Complaint. Defendant therefore argues that the statute of limitations expired on May 14, 2024.

There is no opposition filed.

TENTATIVE RULING #5:

MOTION IS GRANTED AND CASE IS DISMISSED WITH PREJUDICE.

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6.	**24CV0794**	**ROCKY TOP RENTALS v. CHRISTENSEN**
Application for Writ of Possession		

Under California Code of Civil Procedure §512.010(b), the Application for Writ of Possession shall be executed under oath and shall include all of the following:

> (1) A showing of the basis of the plaintiff's claim and that the plaintiff is entitled to possession of the property claimed. If the basis of the plaintiff's claim is a written instrument, a copy of the instrument shall be attached.
>
> (2) A showing that the property is wrongfully detained by the defendant, of the manner in which the defendant came into possession of the property, and, according to the best knowledge, information, and belief of the plaintiff, of the reason for the detention.
>
> (3) A particular description of the property and a statement of its value.
>
> (4) A statement, according to the best knowledge, information, and belief of the plaintiff, of the location of the property and, if the property, or some part of it, is within a private place which may have to be entered to take possession, a showing that there is probable cause to believe that such property is located there.
>
> (5) A statement that the property has not been taken for a tax, assessment, or fine, pursuant to a statute; or seized under an execution against the property of the plaintiff; or, if so seized, that it is by statute exempt from such seizure.

The Court entered judgment on June 25, 2024. The Application for Writ of Possession complies with the requirements of CCP §512.010. There is no opposition on file.

TENTATIVE RULING #6:

APPLICATION FOR WRIT OF POSSESSION IS GRANTED.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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7.	**23CV1941**	**CHANG v. YOUNG**
Motion to Quash		

Janet Wong Young ("Defendant") moves for an order quashing the seven deposition subpoenas for production of business records, and for an order requesting reasonable attorney's fees and expenses. Two of Defendant's siblings – Virginia Chang and Phillip Wong – are Plaintiffs ("Plaintiffs").

Mr. and Mrs. Wong acquired numerous rental properties during their marriage, and they gifted several properties to their five children. Plaintiffs and Defendant are three of the Wongs' five children. Mr. Wong managed the properties given to the children, via Power of Attorney, and he collected the rents and paid the expenses. Defendant states that Mr. Wong paid himself what he felt was owed for his management and also distributed income to some of the children. On October 14, 2022, Mr. Wong died, and Mrs. Wong took over the management, with the children's consent. Defendant claims that Mrs. Wong deposited the rent in East West Bank, Golden One Credit Union and Poppy Bank.

In December 2022, Mrs. Wong wanted help handing her finances, so she granted power of attorney to Defendant. Plaintiffs allege that Defendant collected rents totaling $452,885.00, but Defendant claims she never did so. Defendant states she is an authorized signer for the East West Bank and Golden One Credit Union accounts, but that she does not have access to Poppy Bank.

There are three properties subject to the allegations in the Complaint – 912 Oak Street (owned 50% by Plaintiff Virginia Chang and 50% by Defendant), 368A-372 12th Street (interest owned by Plaintiffs and Defendant), and 170 10th Street (interest owned by Plaintiff Phillip Wong). All interests are held as tenants-in-common. Plaintiffs allege that Defendant has had control of and collected rent from all three properties, and that Defendant has had possession or control either directly or as agent under Mrs. Wong's power of attorney.

The parties have engaged in informal discovery and Defendant has provided some financial records. Defendant alleges that in the records she has produced, that there is no indication that she collected any rents and that Plaintiffs subpoenas of her personal records are without a reasonable basis.

Plaintiffs argue that the subpoenas will help them obtain objective, primary documents that will trace the flow of funds to determine whether Defendant improperly handled rental income and expenses from the properties, and they are aiming to establish a clear link between the rental income and Defendant's involvement with the financial transactions.

The subpoenas are for credit card accounts with Capital One Bank, JP Morgan Chase Bank and Citibank, N.A. Defendant informally produced bank statements from East West Bank, which

reference an account owned by Mr. and Mrs. Wong's trust ("trust"), and the account received rental income and included numerous payments towards the credit card accounts. Plaintiffs offered Defendant the option of redacting entries with the production of a privilege log, but Defendant's counsel was allegedly nonresponsive. Plaintiffs subpoenaed records for Cathay Bank which is a savings account owned by the trust, where proceeds from the sale of a real property were deposited and funds may have been used on the three subject properties. Plaintiffs subpoenaed East West Bank, Golden One Credit Union and Poppy Bank, where Defendant admits rental income was deposited.

California Code of Procedure §1987.2 allows the Court to award reasonable attorney's fees and expenses to a party who makes or opposes a motion to quash if the Court finds that the motion was made in bad faith or without substantial justification, or if the subpoena was overly burdensome. The Court finds Plaintiffs' opposition to be in good faith, with substantial justification, and finds that the subpoenas are not overly burdensome since they are limited to a reasonable time period and have a clear link to the litigation.

TENTATIVE RULING #7:

MOTION TO QUASH IS DENIED. REASONABLE ATTORNEY'S FEES AND EXPENSES DENIED.

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8.	23CV0781	SOTO v. FAY SERVICING
Judgment on the Pleadings		

Fay Servicing, LLC and U.S. Bank Trust, N.A., as Trustee for LSRMF MH Master Participation Trust II ("U.S. Bank") (collectively "Defendants") bring this Motion for Judgment on the Pleadings ("Motion") as to the First Amended Complaint ("FAC") filed by Ramon and Michelle Soto ("Plaintiffs") on the grounds that the FAC does not state facts sufficient to constitute a cause of action.

Procedural History

Plaintiffs filed the FAC on August 2, 2023, asserting ten causes of action against Defendants. Defendants timely demurred to seven of the ten causes of action and moved to strike portions of the FAC. Plaintiffs opposed the demurrer. RJN, Ex. 10. On December 8, 2023, Defendants' demurrer and motion to strike came for hearing.

The Court ordered as follows:

1. Defendants' demurrer to the first, second, and fifth causes of action (violation of Civil Code section 2923.5, violation of Civil Code section 2924.9, and negligence, respectively) is sustained without leave to amend.

2. Defendants' demurrer to the fourth, sixth, seventh, and tenth causes of action (breach of contract, breach of the implied covenant of good faith and fair dealing, promissory estoppel, and cancellation of instruments, respectively) is sustained with leave to amend.

3. Defendants' motion to strike is granted with leave to amend.

4. Plaintiffs shall file any second amended complaint within 10 days. See Dem. Order. Pursuant to the Order, Plaintiffs needed to file their second amended complaint no later than December 18, 2024. Plaintiffs did not file a second amended complaint on or before December 18, or at all.

On January 22, 2024, Defendants answered the FAC. Accordingly, the only causes of action that remain in the FAC are those to which Defendants did not previously demur: (1) the third cause of action for violation of Civil Code § 2923.6; (2) the eighth cause of action for wrongful foreclosure; and (3) the ninth cause of action for violation of the UCL.

Meet and Confer Requirement

Counsel for Defendants filed a declaration, as required by Code of Civil Procedure §439(a), detailing the meet and confer efforts prior to filing this Motion.

Request for Judicial Notice

Defendants request that the Court take judicial notice of several documents, including numerous documents recorded with El Dorado County Recorder Office and pleadings. These documents constitute "official acts of the legislative, executive, and judicial departments of the United States and of any state of the United States" and "records of any court in this state" and as such, are appropriately subject to judicial notice. Evidence Code §452(c)-(d).

Judicial notice is a mechanism which allows the court to take into consideration matters which are presumed to be indisputably true. California Evidence Code Sections 451, 452, and 453 collectively govern the circumstances in which judicial notice of a matter may be taken. While Section 451 provides a comprehensive list of matters that must be judicially noticed, Section 452 sets forth matters which *may* be judicially noticed. A trial court is required to take judicial notice of any matter listed in section 452 if a party requests it and gives the other party sufficient notice to prepare to meet the request. Evidence Code § 453.

However, "[w]hile the *existence* of a document, such as a document recorded in the official records of a government body, may be judicially noticeable, the truth of statements contained in the document and *their proper interpretation* are not subject to judicial notice. [Citation]." *Tenet Healthsystem Desert, Inc. v. Blue Cross of California,* 245 Cal. App. 4th 821 (2016) (emphasis original).

Defendants request for judicial notice is granted.

Standard of Review

When a motion for judgment on the pleadings is made by a defendant, the court must find that the complaint on its face does not state facts sufficient to constitute a cause of action against the defendant. Code of Civil Procedure § 438(c)(1)(B)(ii). The court may consider the allegations of the complaint and any matter of which the court is required to take judicial notice. "Where the motion is based on a matter of which the court may take judicial notice pursuant to Section 452 or 453 of the Evidence Code, the matter shall be specified in the notice of motion, or in the supporting points and authorities, except as the court may otherwise permit." Code of Civil Procedure § 438(d).

A court's task in considering a demurrer (or motion for judgment on the pleadings) "is to determine whether the pleaded facts state a cause of action on any available legal theory." *Richelle L. v. Roman Catholic Archbishop of S.F.,* 106 Cal. App. 4th 257, 266 (2003). A court considering a demurrer assumes the truth of "all material facts properly pleaded, but not contentions, deductions or conclusions of fact or law." *Id.* "Doubt in the complaint may be resolved against plaintiff and facts not alleged are presumed not to exist." *Kramer v. Intuit, Inc.,* 121 Cal. App. 4th 574, 578 (2004). A motion for judgment on the pleadings is an appropriate means of obtaining an adjudication of the rights of the parties in an action if those rights can be determined as a matter of law from the face of the pleading attacked, together with those

matters of which the court may properly take judicial notice. See *Allstate Ins. Co. v. Kim W.,* 160 Cal. App. 3d 326, 330-331 (1984) (citing *Silver v. Beverly Hills Nat. Bank*, 253 Cal. App. 2d 1000 (1967)).

In connection with this motion, the Court also may consider admissions made by Plaintiffs in their opposition to Defendants' demurrer to the FAC. RJN, Ex. 10. "Among the matters of which judicial notice may be taken are judicial admissions, i.e., admissions and inconsistent statements in the same case. In other words, 'a court may take judicial notice of admissions or inconsistent statements by [a party] in earlier pleadings in the same lawsuit' and 'may disregard conflicting factual allegations in the [challenged pleading].'" *Alameda County Waste Management Authority v. Waste Connections US, Inc.*, 67 Cal. App. 5th 1162, 1174-1175 (2021) (emphasis in original; internal citations omitted).

Third Cause of Action – Violation of Civil Code §2923.6

Civil Code §2923.6

> (c) If a borrower submits a complete application for a first lien loan modification offered by, or through, the borrower's mortgage servicer at least five business days before a scheduled foreclosure sale, a mortgage servicer, mortgagee, trustee, beneficiary, or authorized agent shall not record a notice of default or notice of sale, or conduct a trustee's sale, while the complete first lien loan modification application is pending. A mortgage servicer, mortgagee, trustee, beneficiary, or authorized agent shall not record a notice of default or notice of sale or conduct a trustee's sale until any of the following occurs:
>
> > (1) The mortgage servicer makes a written determination that the borrower is not eligible for a first lien loan modification, and any appeal period pursuant to subdivision (d) has expired.
> >
> > (2) The borrower does not accept an offered first lien loan modification within 14 days of the offer.
> >
> > (3) The borrower accepts a written first lien loan modification, but defaults on, or otherwise breaches the borrower's obligations under, the first lien loan modification.

On March 9, 2022, a Notice of Default was recorded by the trustee. (RJN, Ex. 7) The Notice of Trustee's Sale ("Notice") was recorded on June 13, 2022. (FAC ¶20, Ex. H; RJN, Ex. 8) The Notice initially listed a sale date of July 21, 2022. (FAC ¶20, Ex. H; RJN, Ex. 8) Plaintiffs did not apply for a loan modification until after the Notice was recorded, and they were approved for a Trial Period Plan on July 27, 2022. (RJN, Ex. 10 at 1:24-26; FAC ¶21) After making the payments for several months, Plaintiffs were offered a permanent loan modification in February

2023 but did not return the paperwork prior to the deadline of March 2, 2023. (RJN, Ex. 10 at 2:12-18) The foreclosure sale took place on April 27, 2023. (RJN, Ex. 9)

Defendants argue that Plaintiffs third cause of action for violation of Civil Code §2923.6 fails because: the section prohibits conducting a foreclosure while a loan modification application is pending but does not prohibit scheduling the sale; there was no complete loan modification application pending when the sale occurred; the Notice was recorded before Plaintiffs applied for a loan modification; Plaintiffs did not accept the load modification within 14-days of the offer or at all before the sale occurred; and, Defendants did not need to provide a denial letter for the loan modification application because it was not denied.

Plaintiffs oppose, arguing that Defendants violated Civil Code §2923.6 and the California Homeowner's Bill of Rights, when they accepted Plaintiffs' loan modification application and then failed to properly review it, and that the Notice was defective because it states Defendants contacted Plaintiffs but never did so. This argument is not persuasive because the facts show that after the Notice, Plaintiffs did apply for a loan modification and were offered a permanent loan modification but failed to return the paperwork timely, nor at any point did they return it prior to the sale.

Eighth Cause of Action – Wrongful Foreclosure

Plaintiffs' eighth cause of action for wrongful foreclosure is brought based upon breach of contract (Trial Period Plan), and violations of Civ. Code §§2923.5, 2924.9 and 2923.6. (FAC ¶112) Defendants argue that the Court sustained their demurrer to the first and second causes of action without leave to amend – and these causes of action were for Plaintiffs' claims under Civil Code §§2923.5 and 2924.9; the Court also sustained Defendants' demurrer to Plaintiffs' breach of contract claim, which was based on the alleged violation of the Trial Period Plan. Further, Defendants argue that Plaintiffs admit receiving an offer for permanent loan modification, which Plaintiffs claim was owed to them under the Trial Period Plan, and therefore there was no breach. Defendants also argue that Plaintiffs' claim under Civil Code §2923.6 fails as argued in the section above.

To assert a wrongful foreclosure claim, Plaintiffs must allege "(1) the trustee or mortgagee caused an illegal, fraudulent, or willfully oppressive sale of real property pursuant to a power of sale in a mortgage or deed of trust; (2) the party attacking the sale (usually but not always the trustor or mortgagor) was prejudiced or harmed; and (3) in cases where the trustor or mortgagor challenges the sale, the trustor or mortgagor tendered the amount of the secured indebtedness or was excused from tendering." *Lona v. Citibank, N.A.,* (2011) 202 Cal. App. 4th 89, 104. Defendants assert that Plaintiffs fail to allege facts that satisfy the first and third elements and therefore, there claim also must fail for these reasons.

Again, Plaintiffs oppose arguing that they were not contacted by Defendants or given options to avoid the foreclosure but the facts show that a permanent loan modification was

offered. Plaintiffs argue that they were the ones reaching out to Defendants and that it is Defendants' responsibility to do so; however, it is mere speculation to argue that Defendants would not have contacted Plaintiffs as required. Once that contact was initiated and the loan modification offer was made, Plaintiffs provide no authority to support that Defendants needed to make additional contact.

Ninth Cause of Action – Violation of Business and Professions Code §17200 ("UCL")

To state a claim under the UCL, a plaintiff must allege that a defendant engaged in an "unlawful, unfair, or fraudulent business act or practice." Bus. & Prof. Code § 17200. Because the statute is written in the disjunctive, it applies separately to business practices that are (1) unlawful, (2) unfair, or (3) fraudulent. See *Pastoria v. Nationwide Ins.,* (2003) 112 Cal. App. 4th 1490, 1496. UCL claims must be pled with particularity. See *Khoury v. Maly's of California, Inc.* (1993) 14 Cal. App. 4th, 612, 619. Plaintiffs allege claims under the "unlawful," "unfair," and "fraudulent" prongs of the UCL. FAC, ¶122.

Defendants argue that in order to allege a claim under the unlawful prong of the UCL, a violation of another law must be established. A violation of another law is a predicate for stating a cause of action under the UCL's unlawful prong. *Graham v. Bank of America, N.A.,* (2014) 226 Cal. App. 4th 594, 610.

Defendants argue that Plaintiffs cannot establish the unfair prong. In *Gregory v. Albertson's, Inc.* (2002) 104 Cal. App. 4th 845, 854, the court found that where a claim of an unfair act or practice is predicated on public policy, they read the case law to require that the public policy which is a predicate to the action must be 'tethered' to specific constitutional, statutory or regulatory provisions." Numerous courts have adopted the test discussed in *Gregory. E.g., Graham*, 226 Cal. App. 4th at 613 (a plaintiff alleging an unfair business practice must show the defendant's conduct is tethered to an underlying constitutional, statutory or regulatory provision, or that it threatens an incipient violation of an antitrust law, or violates the policy or spirit of an antitrust law"); *Wilson v. Hynek* (2012) 207 Cal. App. 4th 999, 1008 (same); *Durell v. Sharp Healthcare* (2010) 183 Cal. App. 4th 1350, 1366 (same); *Buller v. Sutter Health* (2008) 160 Cal. App. 4th 981, 991 (same); *Belton v. Comcast Cable Holdings, LLC,* (2007) 151 Cal. App. 4th 1224, 1239-40 (same). Defendants argue that Plaintiffs do not plead that Defendants' alleged conduct falls within the areas established by the case law, and that the only remaining claim that the Plaintiffs base their UCL claim is a violation of Civil Code §2923.6, which they argue is not viable as addressed above.

Defendants also assert that Plaintiffs cannot establish the fraudulent prong because they fail to plead any fraudulent business act or practice. To state a claim under the UCL based on fraudulent conduct, a plaintiff must allege, with particularity, facts sufficient to establish that the public would likely be deceived by Defendants' conduct. *Aron v. U-Haul Co. of California* (2006) 143 Cal. App. 4th 796, 802, 806; *accord Morgan v. AT&T Wireless Services, Inc.* (2009) 177 Cal.

App. 4th 1235, 1255 (a "fraudulent" business practice under the UCL "is one that is likely to deceive members of the public"). Defendants argue that the FAC is based completely on allegations concerning private discussions with Defendants regarding the Trial Period Plan and permanent loan modification, and that no member of the public would likely be deceived by events occurring in connection with Plaintiffs' private loan transactions.

Lastly, Defendants argue that relief in a UCL action is limited to injunctive relief and restitution, but that Plaintiffs are not entitled to either. Relief in a UCL action is limited to injunctive relief and restitution. *Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.* (1999) 20 Cal. 4th 163, 179. Defendants argue that without a remedy, Plaintiffs cannot prevail on their UCL claim. See *Feitelberg v. Credit Suisse First Boston, LLC* (2003) 134 Cal. App. 4th 997 (affirming judgment of dismissal on UCL claim following demurrer and motion to strike where plaintiff could not show entitlement to restitution or injunctive relief).

Defendants argue that Plaintiffs did not seek injunctive relief as part of their UCL claim and that even if they did, injunctive relief would not be proper because there is no reasonable probability that the past acts complained of will recur. The general rule is that injunctive relief will be denied when there is no reasonable probability that the past acts complained of will recur of the alleged misconduct is ongoing. *California Service Station & Auto. Repair Ass'n v. Union Oil Co. of Calif*. (1991) 232 Cal. App. 3d 44, 57; *Madrid v. Perot Sys. Corp*. (2005) 130 Cal. App. 4th 440, 464. Defendants assert that Plaintiffs do not allege a reasonable probability that they will suffer future harm due to Defendants' acts and because the foreclosure sale was completed and the relationship between Plaintiffs and Defendants is concluded.

Defendant next argues that Plaintiffs are not entitled to restitution because Plaintiffs cannot identify any property or funds in which they have an ownership interest that Defendants acquired and could be returned. Defendants argue Plaintiffs cannot obtain disgorgement of profits because such non-restitutionary relief is not available under the UCL. *Kraus v. Trinity Management Services, Inc.* (2000) 23 Cal. 4th 116, 126-127. Defendants state that the same is true for their supposed lost equity because any lost equity is not money Defendants possess that they could refund to Plaintiffs; rather lost equity is in the nature of damages, and damages are not recoverable under the UCL. Further, Defendant argues that any equity in the Property would have been paid to the trustee at the foreclosure sale and now represents surplus funds and such funds will be paid by the trustee in the manner required by the Civil Code.

Defendants conclude by arguing that Plaintiffs lack standing to sue under the UCL because they did not suffer any injury in fact as a result of the alleged unfair practices. Bus. & Prof. Code § 17204; see R*&B Auto Ctr., Inc. v. Farmers Group, Inc.* (2006) 140 Cal. App. 4th 327, 360. "That causal connection is broken when a complaining party would suffer the same harm whether or not a defendant complied with the law." *Daro v. Superior Court* (2007) 151 Cal. App. 4th 1079, 1099. In a similar context to this one, the court of appeal reasoned, "as [the plaintiff's] home was subject to non-judicial foreclosure because of [the plaintiff's] default on her loan,

which occurred before Defendants' alleged wrongful acts, the plaintiff cannot assert the impending foreclosure of her home (i.e., her alleged economic injury) was caused by Defendants' wrongful actions. ... Thus, [the complaint] cannot show any of the alleged violations have a causal link to her economic injury. In light of these facts, we conclude the demurrer to [the plaintiff's] third cause of action was proper." *Jenkins v. JPMorgan Chase Bank, N.A.* (2013) 216 Cal. App. 4th 497, 523. Like in *Jenkins,* Defendants argue that Plaintiffs admit to being in default on the loan at the time of the sale and therefore cannot argue that the sale was the result of wrongful acts.

Plaintiffs oppose, first arguing that they identified specific provisions of the UCL that were violated and providing the factual allegations surrounding those violations, namely that there was negligent review by Defendants and Plaintiffs believed their loan modification would be final, and no foreclosure would take place. However, Plaintiffs do not address the fact that the loan modification agreement was not signed or returned before the deadline or at any point prior to the sale.

Plaintiffs next argue that they were wrongfully deprived of a proper or diligent loan modification, and in the process incurred late and interest fees. However, Defendants seem to admit that the loan modification was granted, but that it is Plaintiffs who failed to return the necessary, final paperwork. There is nothing to indicate that Plaintiffs were wrongfully deprived of a loan modification, in fact, Defendants' pleadings indicate the opposite.

Plaintiffs argue they have standing to allege violation of the UCL, which is irrelevant because the Court finds they have not established a violation of the UCL.

The Court reviewed Defendants' reply, which did not change the analysis above.

TENTATIVE RULING #8:

DEFENDANTS' MOTION FOR JUDGMENT ON THE PLEADINGS IS GRANTED, WITHOUT LEAVE TO AMEND.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM, PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.

9.	**22CV0225**	**PEREZ v. AZEVEDO**
Motion to Strike		

This action arises from a motor vehicle collision on January 31, 2021, in which Plaintiffs Ruben Perez, Guillermina Gomez, Ruben Perez Jr., Edgar Perez, and Sarah Perez (collectively "Plaintiffs") contend they were rear-ended by Defendant Stratton Gregory Azevedo. Plaintiffs originally filed their Complaint on February 22, 2022, for Motor Vehicle and General Negligence, and filed their First Amended Complaint ("FAC") on September 6, 2022. By Ex Parte Minute Order on March 25, 2024, the Court granted Plaintiffs' motion to amend the complaint to add a claim for punitive damages. Thereafter, on April 3, 2024, Plaintiffs filed their unverified Second Amended Complaint ("SAC") requesting punitive damages against Defendant.

Defendant argues that Plaintiffs' prayer for punitive damages in the SAC is unsupported by the factual allegations of the pleading and fail to support the requisite malice, and therefore, Defendant moves to strike the punitive damages prayed for in the SAC. Defendant specifically argues that the SAC does not contain facts from which a conscious disregard of probable injury to others may reasonably be inferred by the Defendant.

Standard of Review

The court may, upon a motion made pursuant to Section 435, or at any time in its discretion, and upon terms it deems proper: ¶ (a) Strike out any irrelevant, false, or improper matter inserted in any pleading. ¶ (b) Strike out all or any part of any pleading not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court." (Code of Civil Procedure, § 436) A prayer or request for relief is irrelevant if it is "not supported by the allegations of the complaint." (Code Civ. Proc. §431.10(b)(3))

"The grounds for a motion to strike shall appear on the face of the challenged pleading or from any matter of which the court is required to take judicial notice." (Code of Civil Procedure, § 437(a).) "Where the motion to strike is based on matter of which the court may take judicial notice pursuant to Section 452 or 453 of the Evidence Code, such matter shall be specified in the notice of motion, or in the supporting points and authorities, except as the court may otherwise permit." (Code of Civil Procedure, § 437(b).)

"In determining whether a complaint states facts sufficient to sustain punitive damages, the challenged allegations must be read in context with the other facts alleged in the complaint. Further, even though certain language pleads ultimate facts or conclusions of law, such language when read in context with the facts alleged as to defendants' conduct may adequately plead the evil motive requisite to recovery of punitive damages. (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6-7; *Monge v. Superior Court* (1986) 176 Cal.App.3d 503, 510).

"In order to survive a motion to strike an allegation of punitive damages, the ultimate facts showing an entitlement to such relief must be pled by a plaintiff. (*Grieves v. Superior Court* (1984) 157 Cal.App.3d 159, 166; *Blegen v. Superior Court* (1981) 125 Cal.App.3d 959, 962–963). "Not only must there be circumstances of oppression, fraud or malice, but facts must be alleged in the pleading to support such a claim. (Citation omitted.)" (*Grieves v. Superior Court* (1984) 157 Cal.App.3d 159, 166).

Punitive damages are "available to a party who can plead and prove the facts and circumstances set forth in Civil Code section 3294."[1] *Hilliard v. A.H. Robins Co.,* (1983) 148 Cal.App.3d 374, 392). "To support punitive damages, the complaint ... must allege ultimate facts of the defendant's oppression, fraud, or malice." *Cyrus v. Haveson*, (1976) 65 Cal.App.3d 306, 316–317).

Argument

Defendant argues that where non-intentional torts involve conduct performed without intent to harm, punitive damages may be assessed "when the conduct constitutes conscious disregard of the rights or safety of others." *Bell v. Sharp Cabrillo Hosp*. (1989) 212 Cal.App.3d 1034, 1043-1044. To the contrary, "Plaintiff must plead specific facts from which the conscious disregard of probable injury to other may reasonably be inferred." (*Id*.) The SAC contends that Defendant was driving under the influence of alcohol following heavy snowfall, however, Defendant argues that case law has established that allegations of negligence, gross negligence, or even recklessness, without more, are insufficient to justify punitive damages. (See *Dawes v. Superior Court* (1980) 111 Cal.App.3d 82, 90; 6 Witkin, Summary 10th (2005) Torts, §) 1574, p. 1064.)

Defendant argues that Plaintiffs' SAC fails to plead that Defendant deliberately inflicted injury or allege sufficient facts from which it can be inferred that Defendant acted with such

[1] Civil Code §3294:

(a) In an action for the breach of an obligation not arising from contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or malice, the plaintiff, in addition to the actual damages, may recover damages for the sake of example and by way of punishing the defendant.

***

(c) As used in this section, the following definitions shall apply:

(1) "Malice" means conduct which is intended by the defendant to cause injury to the plaintiff or despicable conduct which is carried on by the defendant with a willful and conscious disregard of the rights or safety of others.

(2) "Oppression" means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights.

(3) "Fraud" means an intentional misrepresentation, deceit, or concealment of a material fact known to the defendant with the intention on the part of the defendant of thereby depriving a person of property or legal rights or otherwise causing injury.

conscious disregard for Plaintiffs' safety that he understood it was probable that he was going to injure Plaintiffs or that Defendant acted with an evil intent to harm the Plaintiffs.

Plaintiffs respond, arguing that unlike in *Woolstrum v. Mailloux,* (1983) 141 Cal.App.3d Supp. 1, facts will demonstrate that punitive damages are applicable, and that the SAC pleads the occurrences of events and items with specificity pursuant to CCP §475. In *Woolstrum*, the court denied punitive damages, finding that there was no evidence the defendant consciously disregarded the dangerous condition, or that he knew or should have known that the condition was dangerous, the level of danger involved, and consciously disregarded the condition. *Woolstrum*, *Nolin v. National Convenience Stores, Inc.*, (1979) 95 Cal.App.3d 279 (defendant gas station owner was repeatedly advised by employees over a period of several months, regarding a pump overflowing and presenting a hazard for slip and falls); *Seimon v. Southern Pacific Transportation Co.*, (1977) 67 Cal.App.3d 600 (court found a peculiarly dangerous condition, knowledge by the defendant of the condition and its dangerousness, and defendant's decision to take no steps to reduce the risk). Based on Plaintiffs' opposition and the SAC, it seems the allegations are: the roadway was wet and there was heavy snow, defendant drove intoxicated, it was a high-risk environment (highway with steep declines), traffic was high, there was a licensed passenger who was sober and able to drive. Plaintiffs cite a superior court case for the concept that malice can be express or implicit, but Defendants respond that the defendant in that case had a prior conviction for driving under the influence.[1]

Defendant's reply references *Taylor v. Superior Court* (1979) 24 Cal.3d 890, where the court addressed numerous aggravating factors that make it reasonable to consider punitive damages. In that case, the defendant was an alcoholic, who was aware of his problem, his pattern of driving intoxicated, and the dangerousness of his driving while intoxicated; the facts alleged included defendant's excessive use of alcohol, driving intoxicated on other occasions, and the civil and criminal proceedings that resulted from those occasions. After *Taylor*, there is a string of cases that Defendant argues stand for the proposition that there needs to be additional bad conduct in addition to driving intoxicated, to warrant punitive damages. See *Dawes,* 111 Cal.App.3d at 88-89 (defendant chose to zigzag through traffic at 65 mph in a crowded beach recreation area on a summer weekend and later lied to police about who was driving); *Peterson v. Superior Court* (1982) 31 Cal.3d 147 (finding that non-intentional torts may form the basis for punitive damages when the conduct constitutes conscious disregard of the safety of others or malice).

The court finds that *Taylor* is binding precedent and, per the court's review, does not require additional bad conduct, beyond driving while intoxicated with the general knowledge of the harm it could cause to the public. As such, the court finds that a reasonable jury could make findings sufficient to support punitive damages. Therefore, the court denies the motion to strike.

[1] The Court is unable to locate the opinion of "*Khudiev v. Kobi, 2024 Cal. Super.*" cited by Plaintiffs, even as supplemented by Defendant's reply as *Khudiev v. Kobi*, 2024 Cal. Super. LEXIS 5861.

TENTATIVE RULING #9:

THE MOTION TO STRIKE IS DENIED.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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10.	**SC20180243**	**SO LAKE TAHOE PROPERTY v. CITY OF SLT**

Upon review of the competing motions for summary judgment, the court finds that it needs to inquire further of the parties prior to issuing a ruling. Moreover, the court finds that it needs more time than is allotted on the standard law and motion calendar for this purpose. Therefore, the court orders the parties to appear to set a date for long-cause oral argument.

TENTATIVE RULING #10:

PARTIES ARE ORDERED TO APPEAR TO SET A DATE FOR LONG-CAUSE ORAL ARGUMENT.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

NOTICE TO ALL PARTIES OF A REQUEST FOR ORAL ARGUMENT AND THE GROUNDS UPON WHICH ARGUMENT IS BEING REQUESTED MUST BE MADE BY TELEPHONE OR IN PERSON BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; EL DORADO COUNTY LOCAL RULE 8.05.07. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

LONG CAUSE HEARINGS MUST BE REQUESTED BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED AND THE PARTIES ARE TO PROVIDE THE COURT WITH THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. LONG CAUSE ORAL ARGUMENT REQUESTS WILL BE SET FOR HEARING ON ONE OF THE THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. THE COURT WILL ADVISE THE PARTIES OF THE LONG CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. PARTIES MAY PERSONALLY APPEAR AT THE HEARING. IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM, PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.