March 21, 2025
Dept. 9
Tentative Rulings

1.	**PC20190143**	**DEWATER v. HOSOPO CORP.**
Pro Hac Vice		

Defendant Aerotek Affiliated Services, Inc. brings a renewed request for the appearance of Christina Pyle Engle as counsel *pro hac vice* in this case. The original request was entered on January 8, 2021. No opposition has been received.

TENTATIVE RULING #1:

APPLICATION FOR ADMISSION *PRO HAC VICE* IS GRANTED.

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2.	**24CV1466**	**BROOKE v. WEST**
Motion for Leave		

This Motion for Leave to Amend is brought due to the passing of Plaintiff, David Brooke, on January 21, 2025. Trial is set for February 10, 2026.

Pursuant to Code of Civil Procedure section 377.30, Plaintiff's successor in interest may continue his action. Code of Civil Procedure section 377.32 requires a Declaration of the Successor in Interest, and concurrently filed with the instant motion is the Declaration of Debbie Brooke as Successor in Interest. The named successor in interest is Plaintiff's spouse, Debbie Brooke, and she has agreed to continue the instant action in the role as successor in interest to Decedent / Plaintiff, David Brooke.

Code of Civil Procedure section 473(a)(1) also provides, "[t]he court may, in furtherance of justice, and on any terms as may be proper, allow a party to amend any pleading or proceeding by adding or striking out the name of any party…" Code of Civil Procedure section 576 provides, "[a]ny judge, at any time before or after commencement of trial, in the furtherance of justice, and upon such terms as may be proper, may allow the amendment of any pleading or pretrial conference order." Additionally, "…there is a strong policy in favor of liberal allowance of amendments." (*Mesler v. Bragg Management Co.,* 39 Cal.3d 290, 296 (1985)).

Although trial is less than one month away, the action would remain largely the same, with the substitution of Debbie Brooke as Successor in Interest, and therefore the amendment would not cause prejudice to Defendants. There is no opposition.

TENTATIVE RULING #2:

MOTION IS GRANTED.

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3.	**24CV0898**	**KONZ v. ROONEY**
Demurrer		

This hearing is dropped from calendar. The parties successfully met and conferred and came to an agreement allowing Plaintiff to file the Second Amended Complaint ("SAC"). Based on this agreement and the filing of the SAC, Defendant's Demurrer to the First Amended Complaint is moot and the hearing is dropped.

TENTATIVE RULING #3:

HEARING DROPPED FROM CALENDAR.

4.	**25CV0066**	**FARAHMAND v. SUNRUN INC.**
Motion to Compel Arbitration		

Plaintiff Erik Farahmand ("Farahmand" or "Plaintiff") alleges various claims arising out of an agreement for the installation of solar panels at the Plaintiff's property (the "Agreement") between the Plaintiff and Defendant Sunrun Installation Services Inc. ("Sunrun" or "Defendant"). Defendant argues that the Agreement contains a valid and binding arbitration provision wherein Plaintiff and Sunrun contractually agreed that "[y]ou agree to settle any legal disagreements confidentially via binding arbitration…" (See Agreement at p. 11, attached as Exhibit A to Declaration of Kelley Molton ("Decl. Molton")).

There is long-standing and strong support of enforcing arbitration clauses by Federal and California courts. "[T]he basic purpose of the Federal Arbitration Act is to overcome courts' refusals to enforce agreements to arbitrate." (*Allied–Bruce Terminix Cos., Inc. v. Dobson* (1995) 513 U.S. 265, 270.) "The FAA thereby places arbitration agreements on an equal footing with other contracts, and requires courts to enforce them according to their terms." (*Rent–A–Center, West, Inc. v. Jackson* (2010) 561 U.S. 63, 67-68.)

Much of Defendant's Motion is superfluous, as Plaintiff, in his Opposition, does not dispute that the Agreement was subject to arbitration nor question the validity of the arbitration clause, but argues that Defendant waived its right to arbitrate. Plaintiff points to Code of Civil Procedure §1281.2:

> On petition of a party to an arbitration agreement alleging the existence of a written agreement to arbitrate a controversy and that a party to the agreement refuses to arbitrate that controversy, the court shall order the petitioner and the respondent to arbitrate the controversy if it determines that an agreement to arbitrate the controversy exists, unless it determines that:
>
> (a) The right to compel arbitration has been waived by the petitioner; or
>
> (b) Grounds exist for rescission of the agreement.

Plaintiff argues that he attempted to initiate arbitration on five separate occasions over an eight-month period, but that Defendant failed to respond or participate. This is supported by the exhibits attached to the Opposition.

While the case law does establish that arbitration is a favored means to settle disputes expeditiously, the cases also establish that a party may waive its right to demand arbitration.In *Sawday v. Vista Irr. Dist.* (1966) 64 Cal.2d 833, the California Supreme Court held that whether

there has been a waiver of a right to arbitrate is a question of fact, based upon the circumstances. *Id.* at 836.

> "In the past, California courts have found a waiver of the right to demand arbitration in a variety of contexts, ranging from situations in which the party seeking to compel arbitration has previously taken steps inconsistent with an intent to invoke arbitration to instances in which the petitioning party has unreasonably delayed in undertaking the procedure. The decisions likewise hold that the "bad faith" or "wilful misconduct" of a party may constitute a waiver and thus justify a refusal to compel arbitration."
>
> *Davis v. Blue Cross of Northern California* (1079) 25 Cal.3d 418, 425-426. (internal citations omitted).

In this case, Plaintiff has shown that he requested arbitration on numerous occasions, starting October 24, 2023. It took him filing the Complaint before Defendant wanted to participate in arbitration, which demonstrates unreasonable delay at the least, and possibly bad faith or willful misconduct.

TENTATIVE RULING #4:

MOTION TO COMPEL DENIED.

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5.	**21CV0266**	**REINDERS v. VISMAN**
Motion To Temporarily Lift Stay		

This action was initiated in December of 2021 against Defendants High Hill Ranch, LLC, and Jerry Visman ("Mr. Visman"). This Court subsequently issued a stay of this action pending the parties' arbitration. The parties have not yet commenced arbitration.

On or around January 25, 2024, Mr. Visman passed away. Subsequently, Michelle T. Visman ("Ms. Visman") was appointed as the Personal Representative of the estate of Mr. Visman. Plaintiff requests an order from this Court that (a) temporarily lifts the stay, and (b) substitutes "Defendant Michelle T. Visman, Personal Representative of the Estate of Jerry W. Visman, Deceased" in the place of the decedent "Jerry Visman, an individual" as a defendant in this action. Plaintiff should be granted leave to file an amended complaint to name Ms. Visman as a defendant and to serve her with the summons and complaint. Once that has been accomplished, the stay could be reinstated.

Under California law, a trial court may lift a stay of proceedings based on the language in Code of Civil Procedure, section 1281.4, which allows for a stay "until such earlier time as the court specifies." *Manatt, Phelps, Rothenberg & Tunney v. Lawrence* (1984) 151 Cal.App.3d 1165, 1172; *Aronow v. Superior Court* (App. 1 Dist. 2022) 291 Cal.Rptr.3d 784, ("[a] trial court possesses some amount of discretion to lift a stay imposed pending arbitration prior to the completion of an ordered arbitration.") Courts have discretion to lift a stay prior to the completion of arbitration in instances where it would not undermine the arbitrator's jurisdiction or render the arbitration ineffective. *MKJA, Inc. v. 123 Fit Franchising, LLC* (2011) 191 Cal.App.4th 643, 660.

A cause of action against a defendant is not lost by reason of the defendant's death, unless otherwise provided by statute. Code Civ. Proc. § 377.20. Where a cause of action against a decedent survives, it may be asserted against the personal representative of the estate, so long as the claims procedure requirements of Probate Code section 9000 et seq. are met. Code Civ. Proc. § 377.40. If these requirements are met, "[o]n motion, the court shall allow a pending action or proceeding against the decedent that does not abate to be continued against the decedent's personal representative." Code Civ. Proc., § 377.41. The Court finds that Plaintiff has complied with the creditor's claim procedures outlined in Probate Code §9370, and therefore the action may proceed.

The Court finds that temporarily lifting the stay to allow the substitution of Ms. Visman as Personal Representative of the estate of Mr. Visman, will not have any effect or interference on the arbitration.

<u>There is no opposition.</u>

TENTATIVE RULING #5:

MOTION GRANTED.

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6.	**24CV2237**	**NGO v. POWUR PBC**
Motion to Compel Arbitration		

On or about November 4, 2020, Ms. Ngo ("Ngo" or "Plaintiff") and Powur pbc, DBA Powur Home Construction ("Powur" or "Defendant") entered into a written agreement pursuant to which Powur agreed to furnish and install a solar system on the home of Ms. Ngo in exchange for payment from Ms. Ngo ("Contract"). A true and correct copy of the Contract is attached as Exhibit 1 and is incorporated by reference as though set forth in full at this point. Exhibit A – General Terms and Conditions of the Contract states that any dispute arising out of or related to the Contract, or performance of it, shall be submitted to binding arbitration.

On October 2, 2024, Ms. Ngo filed the instant complaint against Powur. A true and correct copy of the complaint is attached as Exhibit 2. On December 27, 2024, Powur requested Ms. Ngo agree to arbitration of her claims pursuant to the terms of the Contract. A true and correct copy of the email request is attached as Exhibit 3. Defendant states that Plaintiff has refused to arbitrate Powur's claims, and that Plaintiff asserts she is not obligated to arbitrate Powur's claims.

Defendant claims that all existing disputes, controversies and claims against Powur arise out of or relate to the Contract and/or work performed pursuant to the Contract and are therefore subject to arbitration based on the express provisions of the Contract.

There is no opposition. The Court finds that Ms. Ngo is required to submit to final and binding arbitration pursuant to Code of Civil Procedure section 1281.2 and the Contract.

TENTATIVE RULING #6:

MOTION GRANTED.

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7.	23CV1593	DERMOTT v. GENERAL MOTORS, LLC
Demurrer & Motion to Strike		

On April 16, 2024, Defendant filed and served two motions. One, Defendant's Demurrer to Plaintiff's First Amended Complaint and the other, Defendant's Motion to Strike Punitive Damages. Plaintiff filed and served Plaintiff's Opposition to Defendant's Motion to Strike and Plaintiff's Opposition to Defendant's Demurrer, on December 19, 2024. Defendant filed and served its Reply declarations on December 23rd.

Demurrer

Defendant demurrers to the Fifth Cause of Action in Plaintiff's First Amended Complaint which asserts a claim for Fraudulent Inducement – Concealment. The demurrer is based on three central arguments. First, that the cause of action is barred by the applicable statute of limitations. Second, that the First Amended Complaint fails to state facts sufficient to constitute a cause of action. Third, that the First Amended Complaint fails to allege a transactional relationship thereby giving rise to a duty to disclose.

A demurrer raises only issues of law, not fact, regarding the form and content of the pleadings of the opposing party. Cal. Civ. Pro. §§ 422.10 and 589. It is not the function of the demurrer to challenge the truthfulness of the complaint, instead, for the purposes of testing the sufficiency of the cause of action, the demurrer admits the truth of all material facts in the pleading but not contentions, deductions or conclusions of fact or law. Aubry v. Tri-City Hosp. Dist, 2 Cal. 4th 962, 966-967 (1992); Serrano v. Priest, 5 Cal. 3d 584 (1971); Adelman v. Associated Int'l Ins. Co., 90 Cal. App. 4th 352, 359 (2001).

Failure to plead the ultimate facts supporting a cause of action subjects the complaint to a demurrer. Cal. Civ. Pro. § 430.10(e); Berger v. Cal. Ins. Guar. Ass'n, 128 Cal. App. 4th 989, 1006 (2005). However, "[t]o determine whether a cause of action is stated, the appropriate question is whether, upon a consideration of all the facts alleged, it appears that the plaintiff is entitled to any judicial relief against the defendant, notwithstanding that the facts may not be clearly stated, or may be intermingled with a statement of other facts irrelevant to the cause of action shown, or although the plaintiff may demand relief to which he is not entitled under the facts alleged." Elliot v. City of Pacific Grove, 54 Cal. App. 3d 53, 56. Otherwise stated, the demurrer is to be overruled if the allegations of the complaint are sufficient to state a cause of action under any legal theory. Brousseau v. Jarrett, 73 Cal. App. 3d 864 (1977); see also Nguyen v. Scott, 206 Cal. App. 3d 725 (1988).

Here, Defendant's first argument is that the cause of action for fraudulent concealment is barred by the statute of limitations. In an action for relief on the ground of fraud, the applicable statute of limitations is three years. Cal. Civ. Pro. § 338(d). Generally speaking, "…the limitations period begins to run when the circumstances are sufficient to raise a suspicion of wrongdoing,

i.e., when a plaintiff has notice or information of circumstances sufficient to put a reasonable person on inquiry. Jolly v. Eli Lilly & Co., 44 Cal.3d 1103, 1110-1111 (1988). "The cause of action in that case is not deemed to have accrued until the discovery, by the aggrieved party, of the facts constituting the fraud or mistake." *Id.* "When a plaintiff reasonably should have discovered facts for purposes of the accrual of a cause of action…is generally a question of fact, properly decided as a matter of law only if the evidence…can support only one reasonable conclusion." Broberg v. Guardian Life Ins. Co. of America, 171 Cal. App. 4th 912, 921 (2009).

According to the First Amended Complaint, Plaintiff "entered into a warranty contract with Defendant" on or about May 1, 2020 with the purchase or lease of a Chevrolet Silverado VIN 3GCUYHEL7LG298445 (the "Vehicle"). First. Am. Comp. March 18, 2024 pg. 1:19-21. The original complaint was filed on September 18, 2023. However, because the date of purchase was May 1, 2020, Defendant argues the statute of limitations on the fifth cause of action expired on May 1, 2023, three years from the date of purchase. Plaintiff, on the other hand, argues that the statute of limitations was tolled based on the discovery rule, equitable estoppel doctrine, the repair rule, and/or class action tolling. The First Amended Complaint repeatedly states that Plaintiff took the Vehicle to be repaired, and all such repair attempts were unsuccessful.

Defendant argues that, based on the allegations in the Complaint, Plaintiff knew or should have known of the facts giving rise to the cause of action when the defects manifested themselves during the "express warranty period." However, simply because the defects began during the warranty period is not in and of itself sufficient to give rise to the cause of action; especially where, as here, Plaintiff repeatedly took the vehicle to be repaired, and it was represented to Plaintiff that the vehicle had been repaired. While Defendant is correct that the repair doctrine itself applies to warranty claims, that does not change the fact that the numerous repairs as plead are relevant to the issue of the discovery rule. As stated above, where the facts asserted support more than one reasonable conclusion, the statute of limitations issue is a question of fact, not law and therefore it is not properly decided at the demurrer stage. Here, the question becomes, how many repair attempts were sufficient to put a reasonably prudent person on notice of the potential fraud. It is only then, that the statute of limitations began to run. The court finds that under the circumstances there may be more than one reasonable answer to this question which therefore is a question of fact, and it is not properly decided by way of demurrer.

Turning to Defendant's second and third arguments for failure to state facts sufficient to constitute a cause of action and failure to establish a duty to disclose. "[T]he elements of a cause of action for fraud based on concealment are: '(1) the defendant must have concealed or suppressed a material fact, (2) the defendant must have been under a duty to disclose the fact to the plaintiff, (3) the defendant must have intentionally concealed or suppressed the fact with the intent to defraud the plaintiff, (4) the plaintiff must have been unaware of the fact and would not have acted as he did if he had known of the concealed or suppressed fact, and (5) as a

result of the concealment or suppression of the fact, the plaintiff must have sustained damages.'" Lovejoy v. AT&T Corp., 92 Cal. App. 4th 85, 96 (2001) *citing* Marketing West, Inc. v. Sanyo Fisher (USA) Corp., 6 Cal. App. 4th 603, 612-613 (1992). "Suppression of a material fact is actionable when there is a duty of disclosure, which may arise from a relationship between the parties, *such as buyer and seller*" (emphasis added) (Dhital v. Nissan N. Am., Inc., 84 Cal. App. 5th 828, 843 (2022)) "…or parties entering into *any kind of contractual agreement.*" (emphasis added) Rattagan v. Uber Technologies, Inc. 17 Cal. 5th 1, 40-41 (2024) *citing* LiMandri v. Judkins, 52 Cal. App. 4th 326, 337 (1997).

While the court concedes, "[f]raud, including concealment, must be pleaded with specificity" (*Dhital,* 84 Cal. App 5th at 843-844 *citing* Linear Technology Corp. v. Applied Materials, Inc., 152 Cal. App. 4th 115, 132 (2007)); here, the court does find that each of the aforementioned elements of fraudulent inducement are sufficiently pled in the First Amended Complaint.

Allegations pertaining to the first element, concealment of a material fact, can be found riddled throughout the complaint. Namely, in ¶ 59 – "the vehicle and its transmission were defective and susceptible to sudden and premature failure;" ¶ 60 and ¶ 62 – defendant was aware of the fact and failed to disclose it; ¶60 fn 5 – Defendant had issued various internal technical bulletins including an Aug. 2020 TSB which is specifically quoted as saying "[r]eplacing transmission components or complete assemblies will not improve the condition;" ¶ 66 – which again indicates that internal service bulletins were sent to dealers but not consumers; ¶ 61 – which highlights with specificity how the defect in the transmission manifested itself including "jerking, lurching, hesitation on acceleration, surging and/or inability to control the vehicle's speed, acceleration, or deceleration;" ¶ 63 – citing language used in Defendant's ads which specifically refer to the vehicle's transmission and performance thereby indicating that Defendant failed to disclose the transmission issues (that it was aware of) in ads which were intended to be viewed by the consumer for the purpose of inducing the consumer to purchase the vehicle. Finally, and perhaps most damming to establish knowledge and concealment, is the fact that, if taken as true, GM internally referred to the transmission as a "neck snapper" and engineers considered discontinuing it but chose not to. Plaintiff cites with specificity the actions of President Jonah de Nysschen and Mark Gordon.

The content of Paragraph 61 also indicates that the issue was a safety condition thereby making the concealed fact in question material, as required for a fraudulent inducement cause of action.

Element number two, and perhaps the most contested element between the parties, is a duty to disclose. Again, the court finds this to be sufficiently pleaded as follows. Paragraph 6 establishes the contractual relationship between the parties by way of the vehicle's warranty. Paragraph 70 demonstrates Defendant's "exclusive knowledge of material facts not known to the plaintiff" (LiMandri v. Judkins, 52 Cal. App. 4th 326, 336 (1997)) which is evidenced by the

fact that Defendant had knowledge of the defect "through sources not available to consumers such as Plaintiff, including but not limited to pre-production testing data, early consumer complaints…made directly to GM and its network of dealers, aggregate warranty data compiled from GM's network of dealers, testing conducted by Defendant GM in response to these complaints, as well as warranty repair and part replacements data…" First Am. Compl. ¶70(a).

Additionally, the duty to disclose is established by Paragraph 63 which indicates that Defendant made partial representations regarding the performance of the vehicle and its transmission but failed to disclose the material facts surrounding its defective performance.

Element number 3, an intent to conceal, is also well established simply by the fact that, taking the allegations as true, Defendant repeatedly sent internal bulletins and service bulletins to dealers but failed to provide its consumers with any such notice. First Am. Compl. ¶66. Likewise Paragraphs 71 and 75 state affirmatively that Defendant knowingly concealed the defect with the "intent to induce Plaintiff to purchase Subject Vehicle." While it may be argued that these statements are conclusory, Plaintiff has sufficiently pled that Defendant provided only internal notice and notice to dealers but declined to provide notice to consumers and in fact affirmatively represented to consumers that the performance of the vehicle was "world class." With these facts in mind, it can be reasonably inferred that Defendant intentionally withheld this information from the consumer with for the purpose of inducing the consumer to purchase the vehicle.

Finally, element number 4, damages. Paragraph 77 asserts damages sustained by Plaintiff as a result of the alleged fraudulent concealment.

For the reasons set forth above, the court finds Plaintiff's claim to be sufficiently pled to establish a cause of action for fraudulent inducement – concealment, and not barred by the statute of limitations. Therefore, Defendant's Demurrer to Plaintiff's First Amended Complaint is overruled.

Motion to Strike

Defendant has moved to strike the punitive damage request from Plaintiff's First Amended Complaint. Defendant argues its position on the basis that punitive damages are not recoverable because Plaintiff's claim for fraud fails (for the reasons set forth in Defendant's demurrer) and therefore punitive damages are not recoverable under the remaining claim being made pursuant to the Song-Beverly Consumer Warranty Act.

Plaintiff opposes the Motion to Strike arguing that because the demurrer fails, so too does the Motion to Strike. He further argues that he has sufficiently pled oppression, fraud or malice and punitive damages are recoverable under the Song-Beverly Consumer Warranty Act.

Exemplary, otherwise known as punitive, damages are recoverable "where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or

malice…" Cal. Civ. Code § 3294(a). A claim for punitive damages may be decided at the pleadings phase "…only 'when no reasonable jury could find the plaintiff's evidence to be clear and convincing proof of malice, fraud or oppression." Pac. Gas & Elec. Co. v. Sup. Ct., 24 Cal. App. 5th 1150, 1159 (2018).

Fraud, for purposes of recovering punitive damages, is defined as "…intentional misrepresentation, deceit, or *concealment of a material fact*…" with the intention of depriving an individual of a legal right or causing injury. Cal. Civ. Code § 3294(c)(3). Where the allegation of fraud is against a corporate defendant, it must be shown that the fraudulent act was ratified by "an officer, director, or managing agent of the corporation." Cal. Civ. Code § 3294(b).

Here, as discussed above, the court does find that Plaintiff has sufficiently pled a claim for fraudulent concealment on the part of Defendant. Furthermore, Plaintiff cites actions on the part of President Jonah de Nysschen establishing that he was personally aware of issues with the transmission and yet the company continued to sell the defective vehicles thereby ratifying the alleged fraudulent conduct on the part of the company. As such, the court does find that the request for punitive damages is sufficiently supported by the allegations in the First Amended Complaint and as such the Motion to Strike is denied.

TENTATIVE RULING #7:

1. **DEFENDANT'S DEMURRER TO PLAINTIFF'S FIRST AMENDED COMPLAINT IS OVERRULED.**
2. **DEFENDANT'S MOTION TO STRIKE PUNITIVE DAMAGES 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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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.

8.	**24CV2686**	**SMUD v. PIERSON**
Motion for Preliminary Injunction & Leave		

Defendants and Cross-Complainants, Edward and Cynthia Pierson ("Defendants") moves the Court for an order shortening time and for leave to file supplemental briefing in support of Defendant's Opposition to Plaintiff SMUD's ("Plaintiff" or "SMUD") Motion for Preliminary Injunction.

On February 11, 2025, SMUF filed a Motion for Preliminary Injunction, which was originally set for March 7, 2025, but the Court re-set for March 21, 2025. Defendants state notice of the new hearing date was not served on them until February 26, 2025. Defendants allege that there were newly discovered facts on March 4, 2025, and they promptly began drafting their supplemental brief. They seek leave to file the supplemental brief so the Court can review the full record before deciding on injunctive relief.

Code of Civil Procedure § 1005(b) requires 16 court days' notice for a regularly noticed motion. However, the same statute (and the Court's inherent authority under CCP § 128) permits the Court, for good cause shown, to prescribe a shorter notice period. Defendants argue that the newly discovered facts bear directly on the relief requested and the likelihood of success on the merits. They further argue that there was no delay by Defendants in bringing this Motion and that SMUD will not be prejudiced.

SMUD opposes, arguing that Defendants' motion was procedurally improper. (See Cal. Rules of Court, rule 3.1300(b) [requiring a declaration showing good cause]; rules 3.1200-3.1207 [ex parte procedures]; El Dorado Super. Ct. Local Rule 7.10.10 ["Ex Parte Motions and Applications; Orders Shortening Time."] SMUD argues that Defendants could have filed a revised or supplemental opposition brief as late as March 10 or Defendants could have also sought leave, ex parte and without an appearance, to exceed the 15-page limit. (Cal. Rules of Court, rule 3.1207(1).)

The Court finds that the benefit of reviewing the complete record outweighs the procedural errors.

***

SMUD moves the Court for a preliminary injunction enjoining Defendants from obstructing SMUD's rights under the relevant easements ("SMUD's Easements"), arguing that SMUD is likely to prevail on its cause of action to enforce the easements, the harm to SMUD if the injunction is not issued outweighs the harm to Defendants of allowing the easement, and the harm to the public in the form of a wildfire or massive power outage is potentially catastrophic if the injunction is not granted.

SMUD requests that the Court take judicial notice of several items. Defendants object to the Court taking judicial notice of Exhibits I, J, K, L, and M.

SMUD responds, arguing that Exhibit I can be judicially noticed pursuant to Evidence Code §452(b) because it is a regulation issued under the authority of a public entity in the United States. See, *Del. Dep't of Natural Res. & Envtl. Control v. EPA* (2015 U.S.App.D.C) 785 F.3d 1, 4 ["FERC has certified the North American Electric Reliability Corporation (NERC) as the nation's electric reliability organization, and NERC has developed enforceable standards to ensure electric grid reliability."]

The Court agrees with Defendants that judicial notice of Exhibit J is improper. SMUD argues it is not being submitted for the truth of any allegations contained, but for the purpose of establishing the type of risks SMUD vegetation management personnel take into account. If the Court cannot accept the truth of the complaint's contents, then it will not serve SMUD's intended purpose.

Defendants argue that Exhibit K cannot be judicially noticed because it is not a final adjudication, does not establish liability, is an administrative allegation and is unrelated to this case. However, the Court agrees that it may be judicially noticed under Evidence Code §452(c) as it constitutes an "[o]fficial act[] of the legislative, executive, and judicial departments of . . . any state of the United States."

The Court grants judicial notice of Exhibits A, B, I, K, L and M.

The Upper American River Project (UARP)—a large hydroelectric system operated by SMUD—is SMUD's most reliable and economical energy source. The UARP lies almost entirely within El Dorado County within three watersheds including the Silver Creek, Rubicon River, and the South Fork American River basins that ultimately drain into Folsom Reservoir. (Declaration of Eric A. Brown in Support of Motion for Preliminary Injunction ["Brown Decl."] at ¶ 5.) SMUD follows a Vegetation and Invasive Weed Management Plan ("VIWMP") and a Transmission Vegetation Management Program ("TVMP") as part of its ongoing management of its transmission lines. (Brown Decl. at ¶ 23.) SMUD's transmission line maintenance activities are consistent with environmental laws and regulations and are a condition of SMUD's Federal Energy Regulatory Commission ("FERC") license to operate the UARP. (Brown Decl. at ¶ 22.)

SMUD also complies with Public Resources Code sections 4293 (requiring a minimum clearance of ten feet in all directions between all vegetation and all conductors operating at 110,000 or more volts) and 4295.5 (providing that the clearances obtained are at the full discretion of the utility, but no less than that required by section 4293) on lands designated by California's Department of Forestry and Fire Protection ("CalFire"), Office of the State Fire Marshall ("OSFM") as the State Responsibility Area ("SRA"). (Brown Decl. at ¶ 21.)

SMUD asserts that Defendants' property is within the SRA. There are trees on Defendants' property that SMUD alleges are hazardous and must be removed in furtherance of SMUD's safety and maintenance protocols, approved through CEQA and NEPA processes, under SMUD's internal rules and regulations, and in compliance with NERC standards as well as CalFire regulations and the Public Resources Code. (Brown Decl. at ¶ 26.)

Defendants are the owners of the real property situated in El Dorado County, California at issue in this action and as described in the Declaration of Eric A. Brown, submitted herewith (the "Property"). (Brown Decl. at ¶ 8.) The UARP transmission line at issue in this case runs through Defendants' Property. (Brown Decl. at ¶ 7 & Exh. G [transmission line marked by red arrow].) This UARP transmission line is essential to ensure that the power generated by the UARP is transmitted to the electrical grid and ultimately to SMUD's customers. (Brown Decl. at ¶ 7.) SMUD owns easements appurtenant to the UARP and burdening Defendants' Property. (Brown Decl. at ¶ 9.) SMUD's Easements were of record at the time Defendants acquired their interest in Defendants' Property, meaning Defendants took title to Defendants' Property with actual and/or constructive notice of SMUD's Easements. (Brown Decl. at ¶ 12.)

A court considers two interrelated factors when ruling on a party's request for a preliminary injunction: "(1) the likelihood that the plaintiff will prevail on the merits at trial and (2) the interim harm that the plaintiff would be likely to sustain if the injunction were denied as compared to the harm the defendant would be likely to suffer if the preliminary injunction were issued." (*Smith v. Adventist Health System/West* (2010) 182 Cal. App. 4th 729, 749.)

SMUD argues that it is likely to prevail on the merits of its claim under Civil Code §809 because it has certain rights under the easements, and Defendants have obstructed and continue to obstruct SMUD from exercising its rights.

Defendants respond to SMUD's Motion, arguing that removal of the trees is not necessary, only pruning, and that SMUD is exceeding its easement rights by forcing the removal of the trees. Defendants argue that SMUD has not shown a clear legal right to the relief sought because the easement does not provide unlimited rights and SMUD's actions constitute an unlawful expansion of easement rights.

Defendants argue that the easements grant SMUD the right to maintain transmission lines, but not to remove all trees at its sole and absolute discretion. For example, the 1959 Grant of Right of Way (Complaint - Exhibit A) allows tree removal only if trees pose a hazard. However, that is exactly what SMUD is arguing – that the trees pose a hazard. The Court does not read SMUD as arguing that they have unlimited rights.

Defendants next argue that SMUD fails to demonstrate that the requested relief is within the easement's original scope. However, as stated above, Defendants admit that the 1959 Grant of Right of Way allows for removal of trees that pose a hazard. This argument is nonpersuasive.

Defendants state that SMUD's alleged harm is speculative. They further argue that the balance of hardships weighs against an injunction, and that the Court must weigh the potential harm to both parties. (See *Continental Baking Co. v. Katz* (1968) 68 Cal.2d 512, 528.) Defendants state they face permanent irreversible harm to their property if SMUD's relief is granted because once the trees are gone, the damage cannot be undone.

The Court agrees with SMUD that Defendants are obstructing SMUD's easement rights and that there is sufficient risk of wildfire. Defendants' argument that they should be allowed to conduct discovery and obtain their own arborists and experts is not before the Court. The issue before the Court is whether SMUD has the right under the easement to remove the hazardous trees on Defendants' property, and the perceived harm.

TENTATIVE RULING #8:

1. **DEFENDANT'S MOTION FOR AN ORDER SHORTENING TIME AND FOR LEAVE TO FILE SUPPLEMENTAL BRIEFING IS GRANTED.**
2. **THE COURT GRANTS JUDICIAL NOTICE OF PLAINTIFF'S EXHIBITS A, B, I, K, L AND M, AND DENIES JUDICIAL NOTICE OF EXHIBIT J.**
3. **MOTION FOR PRELIMINARY INJUNCTION IS GRANTED.**

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9.	**24PR0237**	**ESTATE OF HARRIS JR.**
Motion		

Jack Bandy ("Petitioner") filed a Petition for Letters of Administration and Special Administration on August 22, 2024. By Minute Order on October 21, 2024, that Petition was denied, and the matter was dismissed with prejudice.

Despite that, Petitioner, through counsel, filed another Petition on November 7, 2024. That Petition contained several errors, as pointed out in the January 13, 2025, tentative ruling. Those errors have since been cured, but the Petition should never have been accepted for filing, since the matter was previously dismissed with prejudice.

Objector's Motion to Dismiss is moot.

TENTATIVE RULING #9:

CASE DROPPED FROM CALENDAR.

10.	**22CV1586**	**WYNN INNOVATIONS, LLC v. PRICE**
Motion for Summary Judgment		

The Notice does not comply with Local Rule 7.10.05.

On November 1, 2024, Plaintiff Wynn Innovations, LLC ("Wynn" or "Plaintiff") filed its Motion for Summary Judgment or in the Alternative, Summary Adjudication, and supporting documents thereto.

Plaintiff moves this Court, pursuant to California Code of Civil Procedure ("CCP") § 437c, for summary judgment in its favor and against Defendants Joe Price, Jacob Henke, and Price Global Logistics, LLC dba Quality MRO ("Price")(collectively "Defendants") as to each of the causes of action set forth in the Complaint or, alternatively, for summary adjudication as to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and/or Eighth Causes of Action. This Motion is made on the grounds that there are no triable issues as to any material fact as to each cause of action as alleged in the Complaint such that Wynn is entitled to judgment as a matter of law on each.

Defendants filed and served their Opposition to Defendants' Motion for Summary Judgment and/or Summary Adjudication, and all supporting documents thereto, on February 28, 2025.

On March 10, 2025, Plaintiff filed its Reply to Defendants' Opposition to Plaintiff's Motion for Summary Judgment or in the Alternative, Summary Adjudication and Plaintiff's Objections to Evidence Cited by Defendants in Opposition to Plaintiff's Motion for Summary Judgment, or in the Alternative, Summary Adjudication.

Evidentiary Objections

The Court overrules all the evidentiary objections raised by Defendants.

Motion for Summary Judgment

Code Civ. Proc. § 437c(c) sets forth the matters the court is required to consider in ruling on the motion:

> In determining whether the papers show that there is no triable issue as to any material fact the court shall consider all of the evidence set forth in the papers, except that to which objections have been made and sustained by the court, and all inferences reasonably deducible from the evidence, except summary judgment shall not be granted by the court based on inferences reasonably deducible from the evidence, if contradicted by other inferences or evidence, which raise a triable issue as to any material fact.

In February 2023, Plaintiff served, amongst other things, a set of Requests for Admissions on each of the Defendants. None of the Defendants responded. Plaintiff filed motions to have the Requests for Admissions deemed admitted. On June 30, 2023, the Court granted Plaintiff's motions and deemed all Requests for Admissions as to each Defendant admitted.

A defendant may not submit evidence in an attempt to dispute matters that have already been admitted through requests for admissions. *St. Mary v. Superior Court* (2014) 223 Cal.App.4th 762, 775 ("Matters that are admitted or deemed admitted through RFA discovery devices are conclusively established in the litigation and are not subject to being contested through contradictory evidence."); see also Code of Civ. Pro. § 2033.410(a) ("Any matter admitted in response to a request for admission is conclusively established against the party making the admission in the pending action . . . .").

First Cause of Action – Fraud

"The elements of fraud are: (1) a misrepresentation (false representation, concealment, or nondisclosure); (2) knowledge of falsity (or scienter); (3) intent to defraud, i.e., to induce reliance; (4) justifiable reliance; and (5) resulting damage." *Lazar v. Superior Court* (1996) 12 Cal. 4th 631, 638 (quoting Witkin, Summary of Cal. Law (9th ed. 1988) Torts, § 676, p. 778).

Plaintiff alleges it has been deemed admitted that each of the Defendants made a knowingly false representation to Plaintiff (claiming they had an open invoice for 15,380 boxes of nitrile gloves (SS #2-5) and that they had other pre-arranged buyers for nitrile gloves (SS #11)). Plaintiff further asserts it has been deemed admitted that each of the Defendants knew these representations were false, but made them in order to induce Plaintiff to enter into the written joint venture agreement ("JVA") with Plaintiff, and secure 45,880 boxes of nitrile gloves (SS ##1-5, 26-33). Lastly, Plaintiff argues that it relied on Defendants' false representations by acquiring, importing, storing and delivering the 45,880 boxes of nitrile gloves to Defendants, that it was reasonable to rely on Defendants' representations as they were participants in the parties' joint venture, and that Plaintiff was harmed, as it incurred the cost of $522,707.97 (SS ##1, 26.29, 32-32, 35-36, 39-40); *Pellegrini v. Weiss* (2008) 165 Cal.App.4th 515, 524-25 (recognizing that "joint venturers have a fiduciary duty to act with the highest good faith towards each other regarding affairs of the . . . joint venture") (citations omitted).

Defendants argue that Plaintiff could not have relied on Price's representation that they had a buyer, yet Defendants did not dispute that Plaintiff relied on Defendants' false representations that they had an open purchase order (SS #27). This argument is non-persuasive.

Defendants also seem to argue that Plaintiff's reliance on Defendants' representations was not reasonable; however, they cite to no case law requiring reasonable reliance. The Court finds that Plaintiff was justified in relying upon Defendants' representations, based on the existence of the JVA, and that the other elements of the claim for fraud have been established.

Second Cause of Action – Civil Theft (Penal Code §496)

Penal Code section 496(a) makes receiving or buying property "that has been obtained in any manner constituting theft," including by procuring through false pretenses, a criminal offense punishable by imprisonment. *Bell v. Feibush* (2013) 212 Cal.App.4th 1041, 1048 (quoting Penal Code § 496(a)). Section 496(c) provides that any person "who has been injured by a violation of [Section 496(a)] . . . may bring an action for three times the amount of damages . . . sustained by the plaintiff [plus] costs of suit, and reasonable attorney's fees."

Plaintiff argues that based on the admitted facts, each Defendant represented to Plaintiff that they had a buyer for the gloves in March 2022, was aware that Price had taken possession of the gloves and did not pay Plaintiff for the gloves, and that Price did not have any pre-arranged buyers for gloves (SS ##21-25). Therefore, Plaintiff argues that as a result of Defendants' false representations, that Defendants received property that was obtained in a manner constituting theft and is entitled to damages of $1,465,816.35 against Defendants.

Defendants oppose, citing Commercial Code § 2312 for the proposition that Plaintiff had an affirmative warranty as to the gloves' merchantability. Defendants later cite to Commercial Code § 2314, which seems to be the correct code section, but instead of addressing Plaintiff's arguments, Defendants merely state that the gloves were defective and worthless and therefore could not have been stolen.

Defendants next argue that Plaintiff did not prove that when the gloves were taken, Defendants had the intention to deprive Plaintiff of the property permanently. (California Jury Instruction, CALCRIM 1800). Plaintiff does not reply to this argument. The Court disagrees because despite representations that they had a buyer for the gloves when they did not, Defendants still took possession of the gloves, which shows their intention to take the property permanently.

Third Cause of Action – Conversion

A cause of action for conversion requires a plaintiff's ownership or right to possession of property; the defendant's wrongful act involving the property; interference with the plaintiff's possession; and damage to the plaintiff. See *PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP* (2007) 150 Cal.App.4th 384, 395.

Plaintiff argues that each Defendant knowingly and falsely represented to Plaintiff that they had a buyer for the gloves, each was aware that Price took possession of the gloves without paying Plaintiff for the gloves, and the gloves were never returned to Plaintiff. (SS ##21-25, 41). The cost incurred by Plaintiff for the gloves, including shipping and storage, was $522,707.97. (SS ## 28, 35).

Defendants oppose, stating that according to the California Civil Jury Instructions (CACI), there are five separate required elements for a conversion claim. To prevail, plaintiff must show

1) that he owned/possessed or had a right to possess the items, 2) that defendant substantially interfered with plaintiff's property by knowingly/intentionally preventing plaintiff from having access to them, destroying them or refusing to return them after demand, 3) that plaintiff did not consent, 4) that plaintiff was harmed and 5) that defendant's conduct was a substantial factor in causing that harm.

Defendants argue that Plaintiff only proved the first element. The Court disagrees – Defendants substantially interfered with Plaintiff's property by taking possession of the gloves, storing them and never returning them, Plaintiff did not consent to Defendants taking the gloves and not paying for them, Plaintiff established harm, and it was caused by Defendants' conduct.

Defendants further argue that the conversion claim fails because the gloves were "worthless." However, Plaintiff established the value of the gloves and Defendants have not sufficiently disputed this.

Plaintiff has established the elements for conversion.

Fourth Cause of Action – Breach of Written JVA

The elements of a cause of action for breach of contract are: "(1) the contract, (2) the plaintiff's performance of the contract or excuse for nonperformance, (3) the defendant's breach, and (4) the resulting damage to the plaintiff." *Richman v. Hartley* (2014) 224 Cal.App.4th 1182, 1186.

Plaintiff asserts that it has been deemed admitted that Price entered into a JVA with Plaintiff, that Price breached the JVA by not paying Plaintiff the hard costs associated with the nitrile gloves, including shipping and storage, that the hard costs totaled $21,606.00. (SS ##1, 10, 29, 40). Further, Plaintiff argues it has been deemed admitted that Price breached the written JVA by failing to pay Plaintiff $173,025 for the 15,380 boxes of gloves and the shipping costs of $8,806, that Price breached the JVA by failing to pay Plaintiff $353,655 for the remaining 30,500 boxes of gloves and failing to pay the shipping costs of $12,496.52, and by failing to reimburse Plaintiff the storage costs of $12,800. (SS ##1, 7, 29, 31, 33-38, 40). Plaintiff's portion of the lost profits from Price's breach was $259,478.33. (SS ##42-43).

Defendants argue that Plaintiff did not prove every element required for breach of contract. Based on the admitted facts, the Court disagrees.

Fifth Cause of Action – Breach of Fiduciary Duty

"The elements of a cause of action for breach of fiduciary duty are: (1) the existence of a fiduciary duty; (2) a breach of the fiduciary duty; and (3) resulting damage." *Pellegrini*, 165 Cal.App.4th at 524. "The rights and liabilities of joint adventurers, as between themselves, are governed by the same rules which apply to partnerships." *Boyd v. Bevilacqua* (1966) 247 Cal.App.2d 272, 288. A joint venturer owes the same fiduciary duties to co-venturers as a

partner owes to the other partners in a partnership. *Galardi v. State Bar* (1987) 43 Cal.3d 683, 693. Each joint venturer owes the others a duty of utmost good faith. *Id*.; see also *Nelson v. Abraham* (1947) 29 Cal.2d 745, 750-51 (same).

Plaintiff argues that the admitted and undisputed facts show that Price entered into a written JVA with Plaintiff, and therefore that Price owed Plaintiff a fiduciary duty as co-venturer (SS #1). Plaintiff further argues that each Defendant was personally involved in Price's performance under the written JVA with Plaintiff, knowingly defrauded and false represented to Plaintiff that Price had an open purchase order from Children's Hospital Los Angeles and was aware that there was no open purchase order. (SS ##2-6, 23, 39). As a result of Price's breach of its fiduciary duty, Plaintiff states it incurred $522,707.97 in costs acquiring, importing, and storing 45,880 boxes of nitrile gloves. (SS ##26-36).

Defendants oppose, arguing that the JVA was not a joint venture and there was no fiduciary duty owed to Plaintiff. They argue that even if there was a duty, Plaintiff did not establish actual damages. Again, Defendants argue that the gloves were not merchantable but provide no evidence of that. Plaintiff has established breach of fiduciary duty.

Sixth Cause of Action – Breach of Oral JVA

The elements of a cause of action for breach of contract are: "(1) the contract, (2) the plaintiff's performance of the contract or excuse for nonperformance, (3) the defendant's breach, and (4) the resulting damage to the plaintiff." *Richman v. Hartley* (2014) 224 Cal.App.4th 1182, 1186.

Plaintiff argues that it has already been deemed admitted that each Defendant was aware that Price entered into a separate oral JVA where the parties agreed to fulfill a 500,000-box order of 3-ply masks to Walmart, that Defendants knew the masks were required to be made 100% in the USA and be packaged 2,000 masks per case, that Price did not obtain 100% made in the USA masks, package the masks 2,000 per case, pay for the masks or the hard costs associated with the masks. (SS #12-19, 51-52). Plaintiff states it has suffered damages of $268,616.25 in costs and $250,000 in lost profits for a total of $518,616.25 as a result of Defendants' breach of the oral joint venture agreement. (SS ##44-53).

Defendants oppose, arguing Plaintiff does not establish each element required for breach of oral agreement. Again, Defendants do not dispute any of the admitted and undisputed facts, so Plaintiff has established breach of oral JVA.

Seventh Cause of Action – Breach of Fiduciary Duty Related to Oral JVA

The same standard applies as stated above in the Fifth Cause of Action.

Plaintiff argues the admitted and undisputed facts show that the parties entered into an oral JVA to fulfill a mask order with certain requirements, that Defendants were aware the

masks needed to be 100% made in the USA and packaged 2,000 per case, and that Defendants knew that Price did not obtain 100% made in USA masks nor package them 2,000 per case. (SS ##12-16, 18-19). Plaintiff states it suffered damages of $268,616.25 in costs and $250,000 in lost profits for a total of $518,616.25 as a result of Defendants' breach of their fiduciary duties relative to the parties' oral joint venture agreement. (SS ##44-53).

Defendants oppose, but do not demonstrate a triable issue of material fact as to this claim.

Eighth Cause of Action – Violation of California's Unfair Competition Law

Section 17200, or California's Unfair Competition Law ("UCL"), prohibits "any unlawful, unfair or fraudulent business act or practice . . .." Cal. Bus. & Prof. Code § 17200. "'Because [S]ection 17200 is written in the disjunctive, a business act or practice need only meet one of the three criteria—unlawful, unfair, or fraudulent—to be considered unfair competition under the UCL.'" *Lockandlocate, LLC v. Hiscox Ins. Co., Inc.,* 549 F.Supp.3d 1093, 1103 (C.D. Cal. 2021) (quoting *Daro v. Superior Court*, 151 Cal.App.4th 1079, 1093 (2007)).

To meet the "unfair" prong, Counterclaimants must merely allege facts showing that the conduct of Counter-Defendants resulted in harm that outweighed its benefits. See *Shibuya v. Ugl Ltd.*, 2014 U.S. Dist. LEXIS 206765, at 14 (C.D. Cal. Oct. 6, 2014) (citing *Lippitt v. Raymond James Fin. Servs., Inc.* (9th Cir. 2003) 340 F.3d 1033, 1043). With respect to the fraudulent prong, "to state a claim under the act one need not plead and prove the elements of a tort. Instead, one need only show that 'members of the public are likely to be deceived.'" *Bank of the West v. Sup. Ct.* (1992) 2 Cal.4th 1254, 1266-67.

Plaintiff argues that the admitted facts prove that Defendants knowingly and falsely represented to Plaintiff that they had a buyer for the gloves, which induced Plaintiff to give Defendants possession of those gloves, when Defendants did not have a buyer, did not pay and did not return the gloves. (SS ##1-11, 21-25).

Defendants oppose, arguing that Price denies making any false representations to Plaintiff, that the gloves were worthless, not merchantable and unable to be resold. As addressed previously, Defendants did not dispute that Plaintiff relied on their false misrepresentations, and they have not established that the gloves were not merchantable.

Affirmative Defenses

Breach of Contract & Unclean Hands

Defendants claim that the seller paperwork was forged, and that Plaintiff failed to comply with the terms of the JVA by providing gloves that Defendants claim were defective. There is no evidence of this, aside from Price's representations.

//

Failure to Mitigate

Defendants argue that Plaintiff has a duty to mitigate his damages and failed to do so.

A plaintiff who suffers damage as a result of either a breach of contract or a tort has a duty to take reasonable steps to mitigate those damages and will not be able to recover for any losses which could have been thus avoided." (*Shaffer v. Debbas* (1993) 17 Cal.App.4th 33, 41.) And "A party injured by a breach of contract is required to do everything reasonably possible to negate his own loss and thus reduce the damages for which the other party has become liable. The plaintiff cannot recover for harm he could have foreseen and avoided by such reasonable efforts and without undue expense." (*Brandon & Tibbs v. George Kevorkian Accountancy Corp.* (1990) 226 Cal.App.3d 442, 460.

Plaintiff responds, arguing that Defendants failed to establish that the gloves were in the defective condition from the time they were originally shipped to Plaintiff, for the 17 months they were stored, prior to eventually being shipped to Defendants. The Court agrees.

TENTATIVE RULING #10:

MOTION FOR SUMMARY JUDGMENT 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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