

1.	23CV0586	TATE vs. PRO ENERGY SERVICES GROUP, LLC
PAGA Settlement Compliance Review		

This is a final review hearing on compliance with the PAGA Class Action Settlement terms and conditions that were previously approved by the Court on February 21, 2025.

The Declaration of Myra Gonzalez, dated February 5, 2026, representing Phoenix Settlement Administrators (“Phoenix”), declares as follows:

- Phoenix issued and mailed checks from the Qualified Settlement Fund to each Settlement Class Member (totaling \$502,500.00), attorneys’ fees (\$300,000.00) and attorneys’ costs (\$15,000.00), enhancement payments totaling (\$20,000.00), payment to the Labor and Workforce Development Agency (\$45,000.00), and Settlement Administration Costs (\$17,500.00) on August 8, 2025.
- The check-cashing period for Settlement Class Members expired on February 4, 2026, which was 180 days from the date Individual Settlement Payment checks were issued.
- As of February 5, 2026, 550 checks, totaling \$78,596.44, remain uncashed.
- All disbursements were completed in compliance with the Joint Stipulation of Settlement and the Order Granting Final Approval of Class Action Settlement and Entering Judgment.
- Pursuant to the Settlement, funds from uncashed checks shall be paid to the California State Controller’s Office – Unclaimed Property Fund in the name of the Settlement Class Member to whom payment was issued.
- The check-cashing deadline having passed, and once directed by the Court or Counsel, Phoenix will remit all uncashed funds, totaling \$78,596.44, to the State Controller, such that the balance in the Qualified Settlement Fund will be \$0.00 and the Qualified Settlement Fund will be closed.

TENTATIVE RULING #1: APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, FEBRUARY 20, 2026, IN DEPARTMENT NINE.

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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COUNTY LOCAL RULE 8.05.07. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

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2.	23CV2042	WELLS FARGO BANK vs MURRAY HOLDINGS ET AL
Review Hearing: Stay of Proceedings		

On September 3, 2024, this Court issued an Order staying the proceedings pending resolution of the related criminal action, but authorized discovery as to third parties to proceed in the interim. The Court's Order provided that the stay of proceedings would be re-evaluated in one year; the parties subsequently requested a continuance of that review hearing, which the Court granted.

TENTATIVE RULING #2: APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, FEBRUARY 20, 2026, IN DEPARTMENT NINE.

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3.	25CV0713	ELDRIDGE vs. MARSHALL MEDICAL CENTER
Compel Arbitration / Stay Proceedings		

This is an action raising issues under a contract of employment between the parties. Defendant asserts that Plaintiff’s FEHA claims are subject to an arbitration cause in her employment contract. That employment agreement (“Agreement”) is attached to the Declaration of Joan Woodard filed on November 26, 2025 (“Woodard Declaration No. 1”), as Exhibit 1. It first provides, in Paragraph 8.1, that the parties shall “make a reasonable, good faith effort” to mediate any dispute arising out of or related to the employment relationship that they are unable to resolve. The Agreement then provides, in Paragraph 8.2, as follows:

Any dispute arising out of or related to the employment relationship that has not been resolved by mediation shall be submitted to binding arbitration before a neutral arbitrator in accordance with the Arbitration Agreement attached hereto . . .”

Plaintiff opposes the motion, arguing that this motion is a strategic maneuver designed to frustrate Plaintiff’s position after Defendant knowingly engaged with the process of litigation during the eight months preceding the motion.

In short, Plaintiff argues that Defendant has waived the right to compel arbitration under Code of Civil Procedure § 1281.2(a). That statute provides that a court “shall” order the controversy to arbitration “if it determines that an agreement to arbitrate the controversy exists, unless it determines that . . . the right to compel arbitration has been waived by the petitioner.” However, that section does not specify what might constitute a “waiver” under the statute. That clarification is provided by case law.

In the case of Hofer v. Boladian, 111 Cal. App. 5th 1 (2025), the plaintiffs filed motion to compel arbitration six months after filing a complaint and three days after a cross-complaint was filed against them. In the interim the plaintiffs applied for TRO and a preliminary injunction, propounded extensive discovery and demanded a jury trial. The trial court found that the plaintiffs had waived the right to invoke the arbitration clause after “substantially and vigorously litigating the case over seven months.” Hofer v. Boladian, 111 Cal. App. 5th at 9. The Court of Appeal applied the test articulated in Quach v. California Commerce Club, Inc., 16 Cal.5th 562 (2024):

To establish waiver under generally applicable contract law,” Quach held, “the party opposing enforcement of a contractual agreement must prove by clear and convincing evidence that the waiving party [(1)] knew of the contractual right and [(2)] intentionally relinquished or abandoned it. Knowledge of the right to arbitrate “may be ‘actual or constructive.’ ” . . . Intentional relinquishment or abandonment of the right to arbitrate may be (1) express, by “evidence of words expressing an intent to relinquish the right,” or (2) implied, by “conduct”—including “litigat[ing] the case” in a judicial forum—“that is

so inconsistent with an intent to enforce the contractual right [to arbitrate] as to lead a reasonable fact finder to conclude that the party had abandoned it.”

Hofer, 111 Cal. App. 5th at 10, quoting Quach, 16 Cal.5th at 584.

In the case of Quach v. California Commerce Club, Inc., 16 Cal.5th 562 (2024), the California Supreme Court overruled prior precedent and revised the test for waiver of a right to compel arbitration by eliminating any consideration of a policy favoring arbitration and applying standard principles of contract law to arbitration agreements. The Defendant in that case, which was also an employment action, 1) answered the Complaint, 2) propounded discovery, 3) affirmatively indicated its preference for a jury trial and deposited jury fees, 4) filed a Case Management Statement that did not check the box indicating a willingness to arbitrate the dispute, and 5) did not file a motion to compel arbitration until 13 months after the Complaint was filed.

In this case, Defendant can certainly be charged with knowledge of the terms of a contract that it executed and that governed the employment relationship that is the central subject of the litigation in which Defendant is engaged.

The question before the Court is whether the Defendant’s conduct constitutes a waiver of the right to compel arbitration.

This action was filed on March 19, 2025. Defendant answered the Complaint on May 1, 2025, without referencing the arbitration clause and demanding a jury trial. Plaintiff propounded discovery on May 27, 2025. Supplemental Declaration of Woodard, filed February 11, 2026, (“Supplemental Woodard Declaration”), para. 5; Declaration of Joan Woodard, filed December 2, 2025 (“Woodard Declaration No. 2”), para. 2. Defendant filed a notice of deposit of jury fees on June 30, 2025.

In a Case Management Statement filed on June 30, 2025, Defendant:

- 1) indicated a willingness to engage in mediation but was silent on the issue of arbitration;
- 2) in the box titled “Other Motions” indicated that it would file a motion for summary judgment;
- 3) indicated that it would complete discovery by January, 2026; and
- 4) represented that the parties had engaged in required meet and confer discussions “on all subjects required by California Rules of Court, Rule 3.724.”

The parties discussed mediation at a Case Management Conference in July, 2025. Declaration of Amanda Malucchi, filed February 5, 2026, (“Malucchi Declaration”), para. 2, Exhibit A. The possibility of pursuing mediation was again raised by Plaintiff on August, 18, 2025. Id.

Plaintiff filed four motions to compel further responses to discovery on October 31, 2025. Subsequently, Defendant responded to Plaintiff’s August 19, 2025, mediation proposal on November 21, 2025, stating that Defendant would be willing to mediate if Plaintiff withdrew the

motions to compel further discovery responses. Malucchi Declaration, para. 3, Exhibit B; Supplemental Woodard Declaration, paras. 8-9, Exhibit A; Supplemental Declaration of Amanda Malucchi, (“Supplemental Malucchi Declaration”), filed December 5, 2025, para. 2.

The hearing on Plaintiff’s four discovery motions was held on December 12, 2025, and Plaintiff prevailed on all four motions. Defendant’s motion to compel arbitration was filed on December 15, 2025.

Defendant first raised the possibility of filing a motion to compel arbitration on November 12, 2025. Woodard Declaration No. 1, para. 6. Defendant noted the impending motion to compel arbitration in a Case Management Statement filed on November 24, 2025, as well as in a letter to Plaintiff’s counsel of the same date. Id., para. 8, Exhibit 4. The motion to compel arbitration was filed on November 26, 2025.

The two differences between the facts of this case and the Quach case are that 1) Defendant in Quach actually propounded discovery while Defendant in this case merely indicated its intention to propound discovery in a Case Management Statement; and 2) in the Quach case the Defendant waited 13 months to move to compel arbitration, while the Defendant in this case waited more than eight months to file the motion. These are distinctions without a difference. The principles stated by the Court in Quach are applicable: “The record of [Defendant’s] words and conduct also demonstrates by clear and convincing evidence its intentional abandonment of the right to arbitrate. Indeed, on this record, [Defendant’s] position, if accepted, would surely create undue delay and gamesmanship going forward.” Quach v. California Com. Club, Inc., 16 Cal. 5th at 586.

TENTATIVE RULING #3: DEFENDANT’S MOTION TO COMPEL ARBITRATION IS DENIED.

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4.	25CV2308	DOWNS ET AL vs. CEDAR GROUP, INC. ET AL
Compel Further Discovery Responses		

TENTATIVE RULING #4: THIS MATTER IS CONTINUED TO 8:30 A.M. ON FRIDAY, MARCH 13, 2026, IN DEPARTMENT NINE.

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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5.	23CV1274	AMERICAN EXPRESS NATIONAL BANK vs. LIESENFELD
Settlement for Stipulated Entry of Judgment on Default / CCP § 664.6		

This is a debt collection action. The parties settled this action by entering into a Settlement Agreement pursuant to Code of Civil Procedure § 664.6, allowing the Court to retain jurisdiction to enforce the settlement by entering judgment upon the motion of a party. Declaration of Alison Schlick, dated December 17, 2025 (“Schlick Declaration”), para. 4, Exhibit 1. Plaintiff’s counsel filed this motion with a Declaration asserting that the Defendant has defaulted on the settlement terms and requesting the Court to enter judgment accordingly. Schlick Declaration, para. 6. Plaintiff asserts that Defendant now owes the sum of \$17,489.12, plus \$537.45 in costs and request judgment in the amount of \$18,026.57 be entered against Defendant. Schlick Declaration, paras. 8-9.

There is no opposition to the motion.

TENTATIVE RULING #5: PLAINTIFF’S MOTION 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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6.	24CV1538	KORNAHRENS ET AL vs. MILLAR
Compel Discovery Responses / Sanctions		

Defendant requests the Court to issue an Order compelling Plaintiff Cruickshank (“Plaintiff”) to respond to Defendant’s Form Interrogatories, Special Interrogatories and Requests for Production and for monetary sanctions in the amount of \$466.43, \$373.14 and \$373.14, respectively.

Defendant served Requests for Production on January 26, 2025. Declaration of Jamie Pearson re: Requests for Production, dated January 9, 2026 (“Pearson RFP Declaration”), para. 2, Exhibit B. To date Plaintiff has provided no response to the Requests for Production, thereby having waived any objections per Code of Civil Procedure § 2031.300(a). Declaration of Jamie Pearson re: Requests for Production, para. 8-9. Defendant requests the Court to issue a motion to compel Plaintiff to respond, without objections, pursuant to Code of Civil Procedure § 2031.300, and sanctions pursuant to Code of Civil Procedure §§ 2031.300 and 2023.030. Defendant requests \$373.14 for two hours spent preparing the motion.

Defendant served Special Interrogatories on January 26, 2025. Pearson Declaration re: Special Interrogatories, dated January 9, 2026 (“Pearson Special Interrogatory Declaration”), para. 2, Exhibit B. To date Plaintiff has provided no response to the Special Interrogatories, thereby having waived any objections per Code of Civil Procedure § 2030.290. Pearson Special Interrogatory Declaration, paras. 8-9. Defendant requests the Court to issue a motion to compel Plaintiff to respond, without objections, pursuant to Code of Civil Procedure § 2030.290, and sanctions pursuant to Code of Civil Procedure §§ 2030.290 and 2023.030. Defendant requests \$373.14 for two hours spent preparing the motion.

Defendant served Form Interrogatories on January 26, 2025. Pearson Declaration re: Form Interrogatories, dated January 9, 2026 (“Pearson Form Interrogatory Declaration”), para. 2, Exhibit B. To date Plaintiff has provided no response to the Form Interrogatories, thereby having waived any objections per Code of Civil Procedure § 2030.290. Pearson Form Interrogatory Declaration, paras. 8-9. Defendant requests the Court to issue a motion to compel Plaintiff to respond, without objections, pursuant to Code of Civil Procedure § 2030.290, and sanctions pursuant to Code of Civil Procedure §§ 2030.290 and 2023.030. Defendant requests \$466.43 for 2.5 hours spent preparing the motion.

These motions are unopposed.

TENTATIVE RULING #6: DEFENDANT’S MOTION TO COMPEL REPONSES TO REQUESTS FOR PRODUCTION, SPECIAL INTERROGATORIES, AND FORM INTERROGATORIES WITHIN TEN DAYS OF SERVICE OF THE COURT’S ORDER. DEFENDANT’S MOTION FOR SANCTIONS IN THE AMOUNT

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OF \$1,212.71 IS GRANTED AND PAYMENT TO DEFENDANT IS DUE WITHIN TEN DAYS OF SERVICE OF THE COURT'S ORDER.

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7.	24CV0811	CAPITAL ONE, N.A. vs. ROGERS
Motion for Order Deeming Request for Admissions to Defendant Admitted		

On June 18, 2024, Plaintiff served a Request for Admissions (RFA) on Defendant as part of discovery in this lawsuit. Defendant has not yet responded to this discovery.

Plaintiff has filed this motion seeking to have the matters specified in the RFA deemed admitted, and served notice of the motion on Plaintiff by mail on January 16, 2026. Defendant has filed no opposition to the Motion.

Code of Civil Procedure § 2033.280 addresses the failure to respond to requests for admissions:

If a party to whom requests for admission are directed fails to serve a timely response, the following rules apply:

(a) The party to whom the requests for admission are directed waives any objection to the requests, including one based on privilege or on the protection for work product under Chapter 4 (commencing with Section 2018.010). The court, on motion, may relieve that party from this waiver on its determination that both of the following conditions are satisfied:

(1) The party has subsequently served a response that is in substantial compliance with Sections 2033.210, 2033.220, and 2033.230.

(2) The party's failure to serve a timely response was the result of mistake, inadvertence, or excusable neglect.

(b) The requesting party may move for an order that the genuineness of any documents and the truth of any matters specified in the requests be deemed admitted, as well as for a monetary sanction under Chapter 7 (commencing with Section 2023.010).

(c) The court shall make this order, unless it finds that the party to whom the requests for admission have been directed has served, before the hearing on the motion, a proposed response to the requests for admission that is in substantial compliance with Section 2033.220.

Plaintiff's motion is granted.

TENTATIVE RULING #7: PLAINTIFF'S MOTION TO DEEM ADMITTED THE MATTERS SPECIFIED IN THE REQUESTS FOR ADMISSION IS GRANTED.

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8.	25CV0901	KIMBRIEL vs. CISCOE et al
Partition of Real Property		

Plaintiff seeks summary adjudication of her right to an interlocutory judgment to partition real property, which is governed by Title 10.5, Sections 872.010 *et seq.* Defendant disputes the factual allegations regarding the parties' respective ownership rights to the property.

The property was purchased in June, 2020, with Plaintiff acting as the Defendant's real estate agent on Defendant's behalf. Declaration of Chelsea Ciscoe, dated January 30, 2026 ("Ciscoe Declaration"), para. 17. The Deed of Trust shows that title was taken by the parties as joint tenants. Ciscoe Declaration, paras. 8-9, Exhibits 3 and 4.

Defendant alleges that she intended to purchase the property but required Plaintiff's assistance as a co-signer in order to qualify for the loan. Ciscoe Declaration, para. 3. Defendant alleges that Plaintiff represented in a text message dated June 8, 2020, that she would remove herself from the title after six months. *Id.*, para. 5, Exhibit 1. Further, Defendant alleges that Plaintiff represented in a text message dated June 10, 2020, that she would only put her name on the note securing the property, but not on the title to the property. *Id.*, para. 6, Exhibit 2. Defendant alleges that she relied on these representations. *Id.*, para. 7. Defendant further alleges that some signatures in the documents related to the real estate transaction that purported to be her signature were forged by Plaintiff. *Id.*, para. 16-17. Finally, Defendant references an email from November 2024, indicating that Plaintiff was investigating the appropriate mechanism to remove her name from the title to the property. *Id.*, para. Exhibit 6. Defendant offers these evidentiary facts to establish that Plaintiff does not have an ownership interest in the property.

Plaintiff objects to Defendant's evidence as unauthenticated and inadmissible under the statute of frauds and the parole evidence rule. Plaintiff also generally objects that Defendant's affirmative defenses and any possible claims that might be asserted in Defendant's proposed cross-complaint are barred by applicable statutes of limitations.

The Court need not reach the issue of whether the texts and email are properly authenticated or are inadmissible to contradict the documentation of the real estate purchase under the parole evidence rule because Defendant's claims are barred under any applicable statute of limitations for breach or rescission of a written contract (four years - Code of Civil Procedure § 337), breach of an oral contract (three years - Code of Civil Procedure § 339), fraud (three years – Code of Civil Procedure § 338(d)), or other causes of action not specified in the statutes (four years – Code of Civil Procedure § 343). Even if measured from discovery of Plaintiff's alleged misrepresentations, Defendant asserts that she expected the title change to occur within six months of June 2020, and this action was filed in April, 2025.

A grant deed is prima facie evidence of ownership. Winchell v. Lambert, 146 Cal.App.2d 575, 578 (1956). The partition statutes are very clear regarding the right of a party who holds title to real property to bring a partition action:

(a) A partition action may be commenced and maintained by any of the following persons:

* * *

(2) An owner of an estate of inheritance, . . . in real property where such property or estate therein is owned by several persons concurrently or in successive estates.

Code of Civil Procedure § 872.210(a)(2).

The Court is required to determine whether the plaintiff has the right to partition. Code of Civil Procedure § 872.710(a), and a party with a concurrent interest is entitled to partition “as of right unless barred by a valid waiver.” Code of Civil Procedure § 872.710(b). In this case, there being no basis to find that title is held other than as it appears on the face of the grant deed, the Court can only find that the Plaintiff is entitled to partition. Having made that finding, the Court is bound by statute to “make an interlocutory judgment that determines the interests of the parties in the property and orders the partition of the property and, unless it is to be later determined, the manner of partition.” Code of Civil Procedure § 872.720(a).

If the court determines that it is impracticable or highly inconvenient to make a single interlocutory judgment that determines, in the first instance, the interests of all the parties in the property, the court may first ascertain the interests of the original concurrent or successive owners and thereupon make an interlocutory judgment as if such persons were the sole parties in interest and the only parties to the action. Thereafter, the court may proceed in like manner as between the original concurrent or successive owners and the parties claiming under them or may allow the interests to remain without further partition if the parties so desire.

Code of Civil Procedure § 872.720(b).

In accordance with this provision, the Court finds that it is impracticable to make a single interlocutory judgment to determine all the interests of the parties in the property. Defendant claims that she made the down payment on the property and most of the mortgage payments, insurance, taxes, repairs, maintenance and improvements. Ciscoe Declaration, para. 10. Plaintiff claims to have paid a monthly share of the mortgage and an additional \$80,000 to construct a deck, carport, custom blinds, fan installation, tree removal and “various other charges towards maintenance and improvements” of the property. Declaration of Janeen Kimbriel, dated November 17, 2025, para. 7. The Plaintiff’s Complaint affirms that the Court should “order

allowance, accounting, contribution, or other compensatory adjustment among the parties according to the principles of equity” pursuant to Code of Civil Procedure §§ 872.140.¹

In the conduct of the action, the court may hear and determine all motions, reports, and accounts and may make any decrees and orders necessary or incidental to carrying out the purposes of this title and to effectuating its decrees and orders.

Code of Civil Procedure § 872.120.

Considering the statutory requirements and the incomplete state of the evidence the Court is inclined to schedule a hearing to allow the parties an opportunity to present an evidence and arguments that the Court should consider in making an interlocutory judgment “according to the principles of equity.”

TENTATIVE RULING #8: APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, FEBRUARY 20, IN DEPARTMENT NINE.

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.

¹ The court may, in all cases, order allowance, accounting, contribution, or other compensatory adjustment among the parties according to the principles of equity. Code of Civil Procedure § 872.140.