05-24-24
Dept. 9
Tentative Rulings

1. 23CV1720 MANUKYAN v. ADI

Attorney's Fees

Petitioner sought a civil harassment restraining order against Respondent. At the hearing on November 6, 2023, the court found that the address that Petitioner represented as his residence on the application for a restraining order was not in fact Petitioner's residence. As a result of that finding the court modified the TRO to recognize that the property was in fact a licensed marijuana business operated by Respondent in which Petitioner was not involved, and the court modified the TRO to allow Respondent to enter the property to operate the business.

A temporary restraining order was in place against Respondent from October 9, 2023 until the matter was dismissed at Petitioner's request on January 10, 2024. Hearings were twice continued at Petitioner's request.

The underlying dispute involved an unsecured loan from Petitioner to Respondent for the operation of a marijuana growing business. Respondent alleges that Petitioner's filed this restraining order request in essence to gain leverage in the ongoing civil dispute between the parties.

Respondent moves for an award of attorney's fees pursuant to Code of Civil Procedure § 527.6(s), which provides, "[t]he prevailing party in an action brought pursuant to this section may be awarded court costs and attorney's fees, if any."

Respondent's Memorandum of Points and authorities catalogues a list of purported false representations made by Petitioner to the court regarding his request for a restraining order against Respondent, as well as business losses caused by the issuance and enforcement of the TRO that prevented Respondent from accessing his business. In view of the totality of the circumstances, the court finds that an order of fees is appropriate in this case under CCP 527.6.

With respect to the attorney's fees incurred, the Declaration of Wesley Ehlers, dated March 11, 2023, represents that 33.9 hours of attorney time were expended at the rate of $600 per hour, discounted from the standard rate of $650 per hour. In addition, 30.8 hours were incurred by a junior associate of the firm, some of which were prior to the junior associate's admission to the state bar in the capacity as a paralegal, at the rate of $300 per hour. The Declaration notes that the number of hours expended were more than might be normal to defend against a civil harassment restraining order for various reasons, including the serial continuances of hearings at the Petitioner's request during the hearings, an unnecessary appearance and preparation for a trial that was dismissed on the morning of the hearing at Petitioner's request, the need to gather extensive evidence to prove the falsity of many assertions made by Petitioner in the course of the proceedings, and the additional complexity of having to document the underlying business dispute in order to disprove Petitioner's false claims.

While the court acknowledges that under the circumstances more hours reasonably were expended in this case as compared to other more routine restraining orders cases, the court finds that the hours claim is excessive and not sufficiently supported by the declarations submitted concurrently with the motion. Rather, based on its own assessment of the case in consideration of the pleadings, the court finds that 20 hours of attorney time reasonably were expended on behalf of Respondent in the matter. While the court finds that an attorney rate of $600 per hour (even if discounted from counsel's standard rate of $650 per hour) is high for this particular legal community, given the complex issues in the related dispute, the court finds this hourly rate to be reasonable under these circumstances. As to the fees of the associate attorney (who served as a paralegal/law clerk earlier in the case), based on the pleadings the court finds that these costs are duplicative of the work of the lead attorney and not sufficiently justified. The court therefore finds that the reasonable attorney's fees in this matter are $12,000.

Under CCP 527.6, the court orders Petitioner to pay Respondent $12,000 as and for attorney's fees, payable by June 24, 2024.

TENTATIVE RULING #1: THE COURT ORDERS PETITIONER TO PAY RESPONDENT $12,000 AS AND FOR ATTORNEY'S FEES, PAYABLE BY JUNE 24, 2024.

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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2. PCL20180603 CAPITAL ONE BANK, N.A. v. STINSON

Claim of Exemption

TENTATIVE RULING #2: APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, MAY 24, 2024, IN DEPARTMENT NINE.

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3. PC20190309 CITY OF ROCKLIN v. LEGACY FAMILY ADVENTURES

Status Conference

TENTATIVE RULING #3: APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, MAY 24, 2024, IN DEPARTMENT NINE.

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4. 23CV1142 JP MORGAN CHASE BANK, N.A. v. GILL

Motion for Judgment on the Pleadings

The Complaint is for recovery of $22,490.59 of debt on an open book account. Defendant filed an Answer admitting all statements of the Complaint.

Plaintiff now moves for judgment on the pleadings. "A plaintiff's motion for judgment on the pleadings is analogous to a plaintiff's demurrer to an answer and is evaluated by the same standards. (See *Hardy v. Admiral Oil Co.* (1961) 56 Cal.2d 836, 840-842, 16 Cal.Rptr. 894, 366 P.2d 310; 4 Witkin, Cal. Procedure (1971) Proceedings Without Trial, § 165, pp. 2819- 2820.) The motion should be denied if the defendant's pleadings raise a material issue or set up an affirmative matter constituting a defense; for purposes of ruling on the motion, the trial court must treat all of the defendant's allegations as being true. (*MacIsaac v. Pozzo* (1945) 26 Cal.2d 809, 813, 161 P.2d 449.)" Allstate Ins. Co. v. Kim W. (1984) 160 Cal.App.3d 326, 330-331. However, where the defendant's pleadings show no defense to the action, then judgment on the pleadings in favor of the plaintiff is proper. *See* Knoff v. City etc. of San Francisco (1969) 1 Cal.App.3d 184, 200.

Given that the Complaint states a cause of action and the Defendant has admitted all allegations of the Complaint, judgment on the pleadings is proper. Nonetheless, the court finds that Defendant conceivably could file an amended answer to cure these defects. As such, plaintiff's motion for judgment on the pleadings is granted with leave to amend within 30 days.

TENTATIVE RULING #4: PLAINTIFF'S MOTION FOR JUDGMENT ON THE PLEADINGS IS GRANTED WITH LEAVE TO AMEND WITHIN 30 DAYS.

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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.

5. 23CV2276 PALLCO ENTERPRISE, INC. DBA ORION OUTDOOR MEDIA v. TRAVERSO DBA ADCO OUTDOORS

Writ of Attachment

Plaintiff filed an application for a writ of attachment on April 25, 2024, pursuant to Code of Civil Procedure § 483.010. The original amount to be secured by the attachment was $66,359.25, which amount includes estimated costs of $940 and an estimated $20,000 for attorney's fees based on an hourly rate of $350 per hour. Plaintiff seeks to attach Defendant's accounts receivable and "general intangibles arising out of the Defendant's conduct of the business Traverso dba Adco Outdoor Advertising."

The underlying debt arises from a lease of a billboard, for which Defendant made the $6,232.00 monthly lease payment until April 2023[1]. When payments ceased Plaintiff sued Defendant in Case No. 23CV0614, of which the Plaintiff requests the court to take judicial notice.[2] That matter was voluntarily dismissed by Plaintiff without prejudice after Defendant resumed payments. Payments stopped in October 2023 and have not resumed.

On May 17, 2024, Plaintiff filed the Declaration of John Pereira, dated May 17, 2024, stating that payment had been received from Defendant in the amount of $50,096.00, but that there remained an outstanding principal balance of $630, which still exceeds the statutory amount required to apply for a writ of attachment under Code of Civil procedure § 483.010(a).[3] Further, attorney's fees and costs remain outstanding as authorized by Code of Civil Procedure § 482.110(b). Accordingly, Plaintiff has revised the total amount for the Right to Attach Order to $22,669.25.

Plaintiff has communicated to Defendant that if the outstanding amount is paid Plaintiff will dismiss the case.

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[1] The monthly lease payment increased to $6406.56 beginning January, 2024. Declaration of Beau Pally, dated April 23, 2024, attached to Plaintiff's Memorandum of Points and Authorities.

[2] 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. Evidence Code Section 452 lists matters of which the court may take judicial notice, including "records of (1) any court in this state or (2) any court of record of the United States." Evidence Code § 452(d). 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. Accordingly, Defendant's request for judicial notice is granted.

[3] Except as otherwise provided by statute, an attachment may be issued only in an action on a claim or claims for money, each of which is based upon a contract, express or implied, where the total amount of the claim or claims is a fixed or readily ascertainable amount not less than five hundred dollars ($500) exclusive of costs, interest, and attorney's fees. Code of Civil Procedure § 483.010(a).

California Code, Code of Civil Procedure § 484.090 provides:

(a) At the hearing, the court shall consider the showing made by the parties appearing and shall issue a right to attach order, which shall state the amount to be secured by the attachment determined by the court in accordance with Section 483.015 or 483.020, if it finds all of the following:

(1) The claim upon which the attachment is based is one upon which an attachment may be issued.

(2) The plaintiff has established the probable validity of the claim upon which the attachment is based.

(3) The attachment is not sought for a purpose other than the recovery on the claim upon which the attachment is based.

(4) The amount to be secured by the attachment is greater than zero.

(b) If, in addition to the findings required by subdivision (a), the court finds that the defendant has failed to prove that all the property sought to be attached is exempt from attachment, it shall order a writ of attachment to be issued upon the filing of an undertaking as provided by Sections 489.210 and 489.220.

Code of Civil Procedure § 482.110 authorizes the court, in its discretion, to include an estimated amount for costs and allowable attorneys' fees. The estimated fees are based on an hourly rate of $350 per hour, and anticipating discovery and a deposition in addition to a trial estimate of two days with potential expert testimony, in accordance with representations by Plaintiff's attorney. Declaration of John Pereira, dated April 23, 2024, attached to Plaintiff's Memorandum of points and Authorities.

In this case, Plaintiff has attached to its pleadings a copy of the lease showing the existence of a contract and the payment terms. Plaintiff notes that the Defendant's Answer does not assert any affirmative defenses. Plaintiff cites the Declaration of Beau Palley to substantiate the contract and the amounts due under the contract, such that "the probable validity of the claim" has been established.

Based upon the evidence submitted in support of the application, the court finds that (1) the claim upon which the attachment is based is one upon which an attachment may be issued, (2) the Plaintiff has established the probable validity of the claim upon which the attachment is based, and (3) the attachment is not sought for a purpose other than the recovery on the claim upon which the attachment is based.

TENTATIVE RULING #5:

1. **PLAINTIFF'S REQUEST FOR JUDICIAL NOTICE IS GRANTED.**
2. **PLAINTIFF'S REQUEST FOR A WRIT OF ATTACHMENT IS GRANTED.**

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6. 23CV2101 CEARLEY v. CHEN, ET AL

Motion to Enforce Settlement

The underlying claim involves a vehicular collision between the parties. The lawsuit was initiated in Alameda County and later transferred to El Dorado County on July 28, 2023. The parties mediated the dispute on March 14, 2024, and following the mediation, executed a Mediation Settlement Agreement (see Declaration of Anthony Rossmiller ["Rossmiller Declaration"], dated April 12, 2024, Exhibit A).

Plaintiff Cleary attended the mediation as did his counsel. The Mediation Settlement Agreement provided that:

(1) LOPEZ will prepare a release and dismissal within 5 days;

(2) LOPEZ will pay CEARLEY $450,000.00 within 21 days of LOPEZ' receipt of the executed release and dismissal and LOPEZ providing a final lien letter from Medicare;

(3) each side to may their own mediator fees;

(4) the parties waive the provisions of the California Evidence Code relating to mediation confidentiality rendering the agreement enforceable;

(5) the parties acknowledge the provisions of California Code of Civil Procedure Section 664.6 rendering the agreement enforceable;

(6) Plaintiff to satisfy all liens. Defendant Lopez would pay Plaintiff $450,000, as well as other minor provisions, whereupon the lawsuit would be dismissed.

Defendant Lopez' counsel drafted a Settlement Agreement and Release based upon the mediation results and circulated it within five days of the mediation, as required by the Mediation Settlement Agreement. Rossmiller Declaration, ¶8, Exhibit B. Plaintiff communicated to Defendant Lopez' counsel that Plaintiff refused to sign the Settlement Agreement and Release. Rossmiller Declaration, ¶9.

The Mediation Settlement Agreement includes a statement that "[t]he parties also acknowledge CCP § 664.6 which renders this Agreement enforceable."

Defendant seeks an Order requiring Plaintiff to provide a fully executed and notarized Settlement Agreement and an executed dismissal with prejudice of the Complaint. Further, Defendant requests Plaintiff to pay $2,010 in attorney's fees and costs incurred in bringing this motion under CCP § 128.5. This includes four hours in preparing and filing the motion, another anticipated three hours in reviewing Plaintiff's Opposition, preparing a Reply and attending a

hearing at a billing rate of $255 per hour for a total of $1,785 in attorney's fees, and costs for filing fees and service of documents totaling $225. Rossmiller Declaration, ¶11. Defendant specifically requests that these fees be assessed against the Plaintiff for abuse and delay of the settlement process, not against Plaintiff's counsel. Rossmiller Declaration, ¶14.

Plaintiff's Opposition to this motion states that there was no mutual consent to the Settlement Agreement. Specifically, Plaintiff's allegations contained in his Declaration filed in Opposition to the motion are as follows:

> Mr. Cearley states that at the mediation, he was not able to meet and discuss any terms of the settlement agreement. (Decl. of Ronald Cearley ¶ 2.) He also states that nothing on the agreement was written or presented to him on the day of the mediation. (Decl. of Ronald Cearley ¶ 3.) Additionally, he states that he never saw at any time the terms and conditions of the agreement. (Decl. of Ronald Cearley ¶ 4.) Furthermore, Mr. Cearley claims that the agreement was made without his consent or knowledge of any terms and conditions. (Decl. of Ronald Cearley ¶ 5.) Finally, Mr. Cearley states that he had no idea that the mediation involved Defendant Chen and his insurance company State Farm. (Decl. of Ronald Cearley ¶ 6.)

Code of Civil Procedure § 664.6(a) authorizes the court to enter a judgment pursuant to the terms of a settlement agreement:

> (a) If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

Code of Civil Procedure § 664.6(a) defines when a settlement agreement may be said to have been signed by a party:

> (b) For purposes of this section, a writing is signed by a party if it is signed by any of the following:
>
> (1) The party.
>
> (2) An attorney who represents the party.
>
> (3) If the party is an insurer, an agent who is authorized in writing by the insurer to sign on the insurer's behalf.

In support of his Opposition, Plaintiff cites case law that discusses the need for a meeting of the minds in the formation of a settlement contract:

> Before judgment can be entered, two key prerequisites must be satisfied, both of which were missing in this case. First, there must be contract formation. The litigants must first agree to the material terms of a settlement contract before a judgment can be entered "pursuant to the terms of the settlement." If no meeting of the minds has occurred on the material terms of a contract, basic contract law provides that no contract formation has occurred. If no contract formation has occurred, there is no settlement agreement to enforce pursuant to section 664.6 or otherwise. Second, there must be a "writing signed by the parties" that contains the material terms.

Weddington Prods., Inc. v. Flick, 60 Cal. App. 4th 793, 797 (1998).

While the court agrees that a meeting of the minds, or as Plaintiff characterizes it, mutual consent, is necessary for the formation of a settlement agreement, the case cited by Plaintiff is highly distinguishable from the current circumstances. In that case, the mediation yielded a one-page memorandum with numerous details to be "formalized" at a later time. In that case, the mediator was given the authority to resolve any disputes over the memorialization of the details of their settlement. The subsequent process revealed many disputes about the material terms of the details of the agreement, and the resulting 33-page "Order" contained many provisions to which the parties had never agreed.

In this case, by contrast, the Plaintiff was present and represented by counsel during the mediation. The one-page handwritten settlement agreement, comprising six sentences, that was signed by Plaintiff and his counsel sets forth straightforward terms of payment. By the fact of Plaintiff's signature and his counsel's signature it can be inferred that the document was both written and presented to him in the course of the mediation, that he saw them before he signed the document, and that his signature represents his consent to its terms at the time of the mediation.

The typewritten General Release prepared for execution is a nine-page typewritten document, much of which is either boilerplate language, standard releases associated with settlement of the case, and provisions related to Plaintiff's Medicare coverage, which was discussed in the mediation as evidenced by the requirement of producing a Medicare lien letter as part of the transaction. The General Release does not materially depart from the essential terms of the settlement agreement that Plaintiff signed. Nor does Plaintiff take issue with any particular terms as being extraneous to the actual settlement reached in mediation; instead he asserts that he attended a mediation with his counsel but did not see or understand anything that happened during that mediation, and signed the settlement document that was presented to him without reading it or understanding how its provisions were developed in the course of the mediation. This does not seem credible given the clear and simple terms of the settlement agreement, Plaintiff's participation and representation and personal signature on the document.

The court finds good cause to grant Defendant's motion and to order Plaintiff to pay Defendant $2,010 in attorney's fees under CCP § 128.5, finding this amount to have been reasonably incurred for this motion and finding that Plaintiff's actions were to unnecessarily delay the proceedings.

TENTATIVE RULING #6: DEFENDANT'S MOTION TO ENFORCE SETTLEMENT IS GRANTED; ATTORNEY FEES IN THE AMOUNT OF $2,010 ARE AWARDED TO DEFENDANT AND SHALL BE PAID BY PLAINTIFF AS A SET OFF FROM THE SETTLEMENT PROCEEDS.

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. 23CV1313 MCDOWELL v. GOLD OAK ELEMENTARY ET AL

Demurrer
Motion to Strike Complaint

Plaintiff filed a Complaint on August 7, 2023, for personal injury to her daughter while attending Defendant's elementary school based on the Principal's failure to intervene in bullying incidents on the playground on August 11, 2022.

Defendants' demurrer is based on Plaintiff's failure to file a claim under the Government Claims Act within six months of the alleged incident.

Standard of Review

> A demurrer tests the sufficiency of a complaint by raising questions of law. (*Rader Co. v. Stone* (1986) 178 Cal.App.3d 10, 20, 223 Cal.Rptr. 806.) In determining the merits of a demurrer, all material facts pleaded in the complaint and those that arise by reasonable implication, but not conclusions of fact or law, are deemed admitted by the demurring party. (*Moore v. Conliffe, supra,* 7 Cal.4th at p. 638, 29 Cal.Rptr.2d 152, 871 P.2d 204; *Interinsurance Exchange v. Narula, supra,* 33 Cal.App.4th at p. 1143, 39 Cal.Rptr.2d 752.) The complaint must be construed liberally by drawing reasonable inferences from the facts pleaded. (*Flynn v. Higham* (1983) 149 Cal.App.3d 677, 679, 197 Cal.Rptr. 145.)

Rodas v. Spiegel, 87 Cal. App. 4th 513, 517 (2001).

In addition to the facts actually pleaded, the court considers facts of which it may or must take judicial notice. Cantu v. Resolution Trust Corp., 4 Cal.App.4th 857, 877 (1992).

Request for Judicial Notice

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.

Defendant has requested that the court take judicial notice of the contents of a Declaration of Kathy Miracle, Superintendent of the Gold Oak Union School District declaring that she is responsible for processing government claims for the School District, and no government claim has been received from Plaintiff. In general, the court can take judicial notice of a declaration that is in the court's file, but not of the truth of the assertions contained in that Declaration. However, in this case the assertions represent the state of official government

records, which would be judicially noticeable under Government Code § 452(c). Gong v. City of Rosemead, 226 Cal. App. 4th 363, 376 (2014).

Government Code § 911.2 requires a claim against a public agency relating to a cause of action for personal injury to be filed not later than six months after the accrual of the cause of action. The record establishes that no such claim has been filed. Plaintiff has not alleged that she filed a government claim, and has filed no opposition to Defendants' demurrer. The one-year period for filing a request for leave to file late claim has also passed. Government Code § 911.4(b).

TENTATIVE RULING #7:

(1) DEFENDANT'S REQUEST FOR JUDICIAL NOTICE IS GRANTED.
(2) DEFENDANT'S DEMURRER IS SUSTAINED, 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).

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.

8. 21CV0167 CLAIM OF MOLLY BUTTERFIELD

Pre-Trial Conference

TENTATIVE RULING #8: APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, MAY 24, 2024, 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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9. 24CV0603 IN THE MATTER OF MADALIN GWIN GRECO

Petition for Name Change

Petitioner filed a Petition for Change of Name on March 25, 2024.

Proof of publication was filed on May 10, 2024**,** as required by Code of Civil Procedure § 1277(a).

Upon review of the file, the court has yet to receive the background check for Petitioner, which is required under the law. Code of Civil Procedure §1279.5(f).

The hearing on this matter is continued to allow Petitioner time to file a background check with the court.

TENTATIVE RULING #9: THE MATTER IS CONTINUED TO 8:30 A.M. ON FRIDAY, JUNE 14, 2024 TO ALLOW PETITIONER AN OPPORTUNITY TO FILE A BACKGROUND CHECK WITH THE COURT.

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. 23CV1878 NAME CHANGE OF GILES

Petition for Name Change

Petitioner filed a Petition for Change of Name for herself and a minor on October 30, 2023.

A background check has been filed with the court as required by Code of Civil Procedure § 1279.5(f).

At the initial hearing on March 8, 2024, and again at the hearing on April 12, 2024, the court noted that proof of publication had not been filed as required by Code of Civil Procedure § 1277(a). The court required Petitioner to file the OSC in a newspaper of general circulation in El Dorado County for four consecutive weeks and file proof of publication with the court prior to the next hearing date.

The hearing on this matter was continued to allow Petitioner time to file proof of publication with the court. Proof of publication has not yet been filed with the court.

TENTATIVE RULING #10: THE MATTER IS CONTINUED TO 8:30 A.M. ON FRIDAY, JULY 12, 2024, TO ALLOW PETITIONER AN OPPORTUNITY TO FILE PROOF OF PUBLICATION WITH THE COURT.

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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11. 23CV1856 NAME CHANGE OF RUBEN

Petition for Name Change

Petitioner filed a Petition for Change of Name on October 23, 2023. At the hearings held on December 15, 2023, February 2, 2024, and April 12, 2024, the court noted that no proof of publication had been filed with the court as required by Code of Civil Procedure § 1277(a).

Petitioner is ordered to file the OSC in a newspaper of general circulation in El Dorado County for four consecutive weeks. Proof of publication is to be filed with the court prior to the next hearing date.

The court further noted that the court has yet to receive the background check for petitioner, which is required under the law. Code of Civil Procedure §1279.5(f).

The hearing on this matter is continued to allow Petitioner time to file proof of publication and a background check with the court.

TENTATIVE RULING #10: THE MATTER IS CONTINUED TO 8:30 A.M. ON FRIDAY, JULY 12, 2024, TO ALLOW PETITIONER AN OPPORTUNITY TO FILE PROOF OF PUBLICATION AND A BACKGROUND CHECK WITH THE COURT.

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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