March 28, 2025
Dept. 9
Tentative Rulings

1.	**24CV0345**	**COTTEN v. FORD MOTOR COMPANY**
MTC		

At the hearing on February 7, 2025, the case was called, and the parties were ordered to meet and confer. The Court has not received any update from the parties regarding their meet and confer efforts, and the necessity of ruling on this Motion.

TENTATIVE RULING #1:

APPEARANCES REQUIRED ON FRIDAY, MARCH 28, 2025, AT 8:30 AM 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.

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

2.	**23CV1294**	**MID-STATE PRECAST v. THOMPSON BUILDERS**
MTC Arbitration		

The Notice does not comply with Local Rule 7.10.05.

Thompson Builders Corporation and Markel Insurance Company (collectively "Defendants") bring this Motion to Compel Arbitration and Stay the Action pursuant to the terms of the contract that Defendants entered with Mid-State Precast ("Plaintiff"). Defendants state that the Contract includes an arbitration clause which requires the parties to submit their disputes under the contract to a panel of three members chosen from the Dispute Review Board Foundation ("DRB") for binding resolution. Dec. of Petri, Exhibit 1.

California Courts have historically held a '"strong public policy [interest] in favor of arbitration as a speedy and relatively inexpensive means of dispute resolution"'. (*Moncharsh v. Heily & Blase* (1992) 3 Cal.4th 1, 9, quoting *Ericksen, Arbuthnot, McCarthy, Kearney & Walsh, Inc. v. JOO Oak Street* (1983) 35 Cal.3d 312, 322; C.C.P. §§ 1281, 1281.2). A trial court is required to order a dispute to arbitration when the party seeking to compel arbitration proves the existence of a valid arbitration agreement covering the dispute. (*Garrison v. Superior Court* (2005) 132 Cal.App.4th 253, 263; See, *Avery v. Integrated Healthcare Holdings, Inc.* (2013) 218 10 Cal.App.4th 50, 59; CCP § 1281.2).

Defendants argue that the parties met and conferred through mediation but were unable to resolve their dispute, and that engaging in the DRB process is the next step. The Contract states that if a dispute arises, as a condition precedent, the parties shall meet and confer to discuss and attempt to resolve the dispute. If the meet and confer is unsuccessful, the Contract states that the parties agree to submit to a DRB. While it is slightly unclear whether mediation eliminates the need for further meet and confer efforts prior to submitting to DRB, the Court notes that the Motion is unopposed.

Defendants further request that the action be stayed, based upon Code of Civil Procedure section 1281.4 which requires that a court impose a stay of litigation whenever that court, or another court, has ordered arbitration of a controversy that is an issue in the litigation (*MKJA, Inc. v. 123 Fit Franchising, LLC* (2011) 191 Cal.App.4th 643, 647), or there is a pending application for an order to compel arbitration (*Id*. at p. 658).

TENTATIVE RULING #2:

ABSENT OBJECTION, 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).

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.

3.	**24CV2484**	**NAME CHANGE OF SIERRA AURORA CLARK**
Motion for Reconsideration		

TENTATIVE RULING #3:

APPEARANCES REQUIRED ON FRIDAY, MARCH 28, 2025, AT 8:30 AM 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.

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

4.	**PC20200162**	**POULTON v. COUNTY OF EL DORADO**
Motion to Enforce & Sanctions		

TENTATIVE RULING #4:

APPEARANCES REQUIRED ON FRIDAY, MARCH 28, 2025, AT 8:30 AM 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.

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.	**PCL20210677**	**WELLS FARGO BANK v. PEPPARD**
Motion to Dismiss		

Defendant filed a Motion to Dismiss for untimely service of Summons. The only authority he cites to is California Rules of Court rule 3.740, which does not provide for dismissal of a case. However, the Court finds that pursuant to California Code of Civil Procedure §583.410 – 583.420, the case may be dismissed, as the Complaint was filed on September 17, 2021, and Defendant was not served until January 20, 2025, nor was the case brought to trial within three years after commencement.

Proof of service was filed February 13, 2025.

TENTATIVE RULING #5:

CASE DISMISSED.

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.

6.	**PC20190143**	**DEWATER v. HOSOPO CORP.**
MSJ (2), MSA		

Plaintiff Daniel Dewater filed a Complaint on March 19, 2019, asserting two causes of action: (1) Personal Injury; and (2) Negligent Hiring, Supervision, or Retention. In April 2017, Defendant Hosopo Corp. dba Horizon Solar Power ("Horizon") was installing solar panels on the building of Plaintiff's auto body shop business. Defendant Aerotek, Inc. ("Aerotek") provided Horizon with employees, including Defendant Jeremy Dawn Wilson ("Wilson"), to perform the solar panel installation work. (Compl. ¶¶ 10-11).

HOSOPO MOTION FOR SUMMARY JUDGMENT

On January 23, 2025, Defendant Horizon filed and served a Notice of Motion for Summary Judgment or in the Alternative, Summary Adjudication, and supporting documents thereto.

Plaintiff filed and served Plaintiff's Opposition to Defendant's Motion for Summary Judgment and/or Summary Adjudication, and all supporting documents thereto, on March 14.

On March 21, 2025, Defendant filed its Reply to Plaintiff's Opposition to Defendant's Motion for Summary Judgment or in the Alternative, Summary Adjudication and Defendant's Objections to Evidence Cited by Plaintiff in Opposition to Defendant's Motion for Summary Judgment, or in the Alternative, Summary Adjudication.

Motion for Summary Judgment/Adjudication

Defendant brings its motion as a Motion for Summary Judgment or, in the Alternative, Summary Adjudication. The legal standard is the same for each form of relief in all material respects. A motion for summary judgment or adjudication shall be granted if there is no triable issue as to any material fact and the papers submitted show that the moving party is entitled to judgment as a matter of law as to one or more causes of action or claims for damages. Cal. Civ. Pro. § 437c(f)(1). A defendant moving for summary judgment need only show that one or more elements of the cause of action cannot be established. *Aguilar v. Atlantic Richfield Co.*, (2001) 25 Cal.4th 826, 849. This can be done in one of two ways, either by affirmatively presenting evidence that would require a trier of fact *not* to find any underlying material fact more likely than not; or by simply pointing out "that the plaintiff does not possess and cannot reasonably obtain, evidence that *would* allow such a trier of fact to find any underlying material fact more likely than not." *Id.* at 845; *Brantly v. Pisaro* (1996)42 Cal. App. 4th 1591, 1601.

The moving party bears the initial burden of making a prima facie case for summary judgment. *White v. Smule*, *Inc*. (2022) 75 Cal. App. 5th 346. In other words, the party moving for summary judgment or adjudication must show that it is entitled to judgment as a matter of law. *Doe v. Good Samaritan Hospital* (2018) 23 Cal. App. 5th 653, 661. Where the defendant makes the required showing, the burden shifts to plaintiff to make a prima facie showing that there

exists a triable issue of material fact. *Zoran Corp. v. Chen* (2010) 185 Cal. App. 4th 799, 805. "There is a triable issue of material fact if, and only if, the evidence would allow a reasonable trier of fact to find the underlying fact in favor of the party opposing the motion in accordance with the applicable standard of proof." *Aguilar, supra,* 25 Cal. 4th at 850.

ISSUE 1: PLAINTIFF'S FIRST CAUSE OF ACTION AGAINST DEFENDANT HORIZON FOR PERSONAL INJURY FAILS AS A MATTER OF LAW BECAUSE PLAINTIFF CANNOT ESTABLISH VICARIOUS LIABILITY AS TO DEFEFENDANT HORIZON.

Horizon argues that it is undisputed that Defendant Wilson was Aerotek's employee at the time of the altercation, and that Horizon did not interview, hire, or pay Wilson. Horizon further argues that even if Defendant Wilson was an employee of Horizon, that his actions in the altercation with Plaintiff were outside the course and scope of his employment.

"[A]n employer is vicariously liable for the torts of its employees committed within the scope of the employment." *Lisa M. v. Henry Mayo Newhall Mem. Hosp.* (1995) 12 Cal. 4th 291, 296. However, "the employer will not be held liable for an assault or other intentional tort that did not have a causal nexus to the employee's work." *Id*. at 297. "The nexus required for respondeat superior liability—that the tort be engendered by or arise from the work—is to be distinguished from 'but for' causation." *Id*. at 298. "That the employment brought tortfeasor and victim together in time and place is not enough." *Id*. Further, vicarious liability is inappropriate where the employee's "misconduct does not arise from the conduct of the employer's enterprise but instead ... is the result of a personal compulsion." *Id*. at 301 (quoting *Farmers Ins. Group v. County of Santa Clara* (1995) 11 Cal 4th 992, 1006).

Here, Horizon argues it is undisputed that Defendant Wilson's fight with Plaintiff was completely unrelated to the solar installation job, and Wilson's job duties. Horizon argues that it did not request Wilson to come down from the scissor lift, and did not request, encourage, or permit Wilson to become involved in the physical altercation with Plaintiff.

Much of Plaintiff's opposition focuses on who employed and controlled Defendant Wilson; however, in order to overcome this Motion, Plaintiff needs to establish a triable material fact as to whether Wilson's actions were within the course and scope of his employment.

Plaintiff argues this case is analogous to *Carr v. Wm. C. Crowell Co.* (1946) 28 Cal.2d 652, but the Court disagrees. In that case, the dispute is between two employees and based on the way one of them was performing his work.

Plaintiff also argues this case is analogous to *Rodgers v. Kemper Constr. Co.* (1975) 50 Cal.App.3d 608, which the Court finds even more off base than *Carr.* In *Rodgers,* there were unusual circumstances in that even though the dispute occurred after hours, it was not unusual for the employees to remain onsite in the trailer, and that after-hours drinking alcohol was with the express or implied permission of the employer.

Plaintiff's issue was with the language and music of the employees, not with their actual work performance or job duties. The facts provided by Plaintiff do not bring this case within the realm of either *Carr* or *Rodgers,* nor do they establish that the altercation was the result of anything other than personal compulsion. The Court agrees with Defendant that this case is more analogous to cases such as *Montague v. AMN Healthcare, Inc.* (2014) 223 Cal.App.4th1515, where the acts were not foreseeable or usual. Similarly, as argued by Defendant, public policy does not support a finding of vicarious liability in this case, because the altercation was so unusual and unpredictable.

ISSUE 2: PLAINTIFF'S SECOND CAUSE OF ACTION FOR NEGLIGENT HIRING, RETENTION, OR SUPERVISION FAILS AS MATTER OF LAW BECAUSE DEFENDANT HORIZON DID NOT HIRE DEFENDANT WILSON, TRIED TO STOP THE INCIDENT, AND HAD NO NOTICE OF ANY VIOLENCE OR PHYSICAL ALTERCATIONS PRIOR TO THE INCIDENT.

Defendant Horizon argues that under CACI No. 426 (Negligent Hiring, Supervision or Retention of Employee) Plaintiff must establish: 1) Defendant Wilson was unfit/incompetent to perform the work he was hired to do (installation of solar panels); 2) Defendant Horizon knew or should have known of Defendant Wilson's unfitness/incompetence, and that this unfitness/incompetence created a particular risk to others; 3) that Defendant Wilson's unfitness/incompetence harmed Plaintiff; and 4) that Horizon's negligence in hiring/supervising/retaining Wilson was a substantial factor in causing Plaintiff's harm. Horizon argues that it did not hire or interview Wilson, and that even if Horizon had requested or performed a background check, that there is no evidence supporting a finding that Wilson would have been deemed unfit for the position. Aerotek did complete reference checks, which Horizon asserts showed Wilson was a high-quality employee with strong work ethic and leadership. Horizon further argues that in the four months prior to the incident, that Wilson was not involved in any physical altercations at the project and Horizon received no complaints regarding Wilson.

Plaintiff argues that the supervisor had an obligation to enforce the handbook and stop the music or physically get involved in the altercation himself. Plaintiff makes no effort to establish how Horizon knew or should have known that Wilson had a particular unfitness/incompetence that created a particular risk. Defendant met their burden, and Plaintiff does not meet his in establishing a triable issue of material fact.

***

AEROTEK MOTION FOR SUMMARY JUDGMENT

On January 23, 2025, Defendant Aerotek filed and served a Notice of Motion for Summary Judgment or in the Alternative, Summary Adjudication, and supporting documents thereto.

Plaintiff filed and served Plaintiff's Opposition to Defendant's Motion for Summary Judgment and/or Summary Adjudication, and all supporting documents thereto, on March 14.

On March 21, 2025, Defendant filed its Reply to Plaintiff's Opposition to Defendant's Motion for Summary Judgment or in the Alternative, Summary Adjudication and Defendant's Objections to Evidence Cited by Plaintiff in Opposition to Defendant's Motion for Summary Judgment, or in the Alternative, Summary Adjudication.

Motion for Summary Judgment/Adjudication

Defendant brings its motion as a Motion for Summary Judgment or, in the Alternative, Summary Adjudication. The legal standard is the same for each form of relief in all material respects. A motion for summary judgment or adjudication shall be granted if there is no triable issue as to any material fact and the papers submitted show that the moving party is entitled to judgment as a matter of law as to one or more causes of action or claims for damages. Cal. Civ. Pro. § 437c(f)(1). A defendant moving for summary judgment need only show that one or more elements of the cause of action cannot be established. *Aguilar v. Atlantic Richfield Co.*, (2001) 25 Cal.4th 826, 849. This can be done in one of two ways, either by affirmatively presenting evidence that would require a trier of fact *not* to find any underlying material fact more likely than not; or by simply pointing out "that the plaintiff does not possess and cannot reasonably obtain, evidence that *would* allow such a trier of fact to find any underlying material fact more likely than not." *Id.* at 845; *Brantly v. Pisaro* (1996)42 Cal. App. 4th 1591, 1601.

The moving party bears the initial burden of making a prima facie case for summary judgment. *White v. Smule*, *Inc*. (2022) 75 Cal. App. 5th 346. In other words, the party moving for summary judgment or adjudication must show that it is entitled to judgment as a matter of law. *Doe v. Good Samaritan Hospital* (2018) 23 Cal. App. 5th 653, 661. Where the defendant makes the required showing, the burden shifts to plaintiff to make a prima facie showing that there exists a triable issue of material fact. *Zoran Corp. v. Chen* (2010) 185 Cal. App. 4th 799, 805. "There is a triable issue of material fact if, and only if, the evidence would allow a reasonable trier of fact to find the underlying fact in favor of the party opposing the motion in accordance with the applicable standard of proof." *Aguilar, supra,* 25 Cal. 4th at 850.

ISSUE NO. 1: PLAINTIFF'S CLAIM FOR VICARIOUS LIABILITY FAILS AS A MATTER OF LAW BECAUSE IT IS UNDISPUTED THAT THE ADMISSIBLE EVIDENCE ESTABLISHES THAT AEROTEK DID NOT RETAIN CONTROL OVER JEREMY WILSON, AND THEREFORE AEROTEK CANNOT BE HELD VICARIOUSLY LIABLE FOR HIS ACTIONS. FURTHER, AT THE TIME OF THE ALTERCATION, WILSON ACTED OUTSIDE THE SCOPE OF HIS EMPLOYMENT AND WAS NOT FURTHERING ANY EMPLOYER'S BUSINESS.

Aerotek argues that it cannot be vicariously liable because it relinquished all control over Defendant Wilson and the altercation did not fall within the scope of Wilson's employment. "A general employer is absolved of respondeat superior liability when it has relinquished total control to the special employer." *Montague v. AMN Healthcare, Inc.* (2014) 223 Cal.App.4th

1515, 1520. Plaintiff argues that Aerotek retained control over Wilson based on several sections of the employment contract, which mostly involve pay and benefits and not the actual work or day to day tasks. The Court agrees that Aerotek was a general employer and did not retain control over Wilson. However, as already articulated under the Hosopo Motion, the Court finds that the altercation was not within the scope of Wilson's employment, regardless of who the employer was.

ISSUE NO. 2: AEROTEK IS ENTITLED TO SUMMARY JUDGMENT, OR ALTERNATIVELY, SUMMARY ADJUDICATION OF PLAINTIFFS' CAUSE OF ACTION FOR NEGLIGENT HIRING BECAUSE PLAINTIFFS CANNOT ESTABLISH THE ESSENTIAL ELEMENTS OF THIS CAUSE OF ACTION.

ISSUE NO. 3: AEROTEK IS ENTITLED TO SUMMARY JUDGMENT, OR ALTERNATIVELY, SUMMARY ADJUDICATION OF PLAINTIFFS' CAUSE OF ACTION FOR NEGLIGENT SUPERVISION BECAUSE PLAINTIFFS CANNOT ESTABLISH THE ESSENTIAL ELEMENTS OF THIS CAUSE OF ACTION.

ISSUE NO. 4: AEROTEK IS ENTITLED TO SUMMARY JUDGMENT, OR ALTERNATIVELY, SUMMARY ADJUDICATION OF PLAINTIFFS' CAUSE OF ACTION FOR NEGLIGENT RETENTION BECAUSE PLAINTIFFS CANNOT ESTABLISH THE ESSENTIAL ELEMENTS OF THIS CAUSE OF ACTION.

Plaintiff waives his negligent hiring, supervision and retention claims against Defendant Aerotek, and therefore the second cause of action against Aerotek is dismissed with prejudice.

***

Based on the Court's granting of both Defendant Hosopo and Defendant Aerotek's Motions for Summary Judgment, the Court will not be addressing Plaintiff's Motion for Summary Adjudication.

TENTATIVE RULING #6:

1. **DEFENDANT HOSOPO'S MOTION FOR SUMMARY JUDGMENT IS GRANTED.**
2. **DEFENDANT AEROTEK'S MOTION FOR SUMMARY JUDGMENT 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).

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.

7.	24CV2106	BAZEMORE v. BYC ENTERPRISES
Demurrer		

Pursuant to Code of Civil Procedure section 430.10, subdivisions (e) and (f), defendants BYC Enterprises, LLC and Jarrod Zehner, individually and doing business as Backyard Customs Landscaping (collectively, "defendants"), generally and specially demur to the first five causes of action in plaintiff's complaint.[1] Defense counsel declares he met and conferred with plaintiff via telephone prior to filing the demurrer in compliance with Code of Civil Procedure section 430.41, subdivision (a). (Valenti Decl., ¶ 6.)

Background

In 2024, plaintiff contracted defendants to construct a full-sized basketball court and gym at plaintiff's residence. (Compl., ¶ 1.) The contract contemplates services of a C-12 licensee. (Compl., ¶ 6.) Plaintiff alleges defendants falsely represented to plaintiff that they were properly licensed to perform the work. (Compl., ¶¶ 6, 20.)

The total contract price was $858,560. (Compl., ¶ 6.) Plaintiff alleges the contract called for illegal deposit amounts in violation of Business and Professions Code section 7159. (Compl., ¶¶ 7–8.) Plaintiff allegedly paid initial deposits to BYC for $272,249, and to defendant Tailored Enterprises for $69,375, respectively. (Compl., ¶ 7.) BYC allegedly retained the money it received despite never commencing work. (Compl., ¶¶ 9, 15–16.)

Request for Judicial Notice

Pursuant to Evidence Code section 452, subdivision (d), the court grants defendants' request for judicial notice of Exhibit 1 (plaintiff's complaint). The court denies defendants' request for judicial notice of Exhibit 2 (plaintiff's October 11, 2024, application for writ of attachment; specifically, the alleged contract at issue, which was attached to a declaration from plaintiff's counsel in support of the application for writ of attachment). "Although the *existence* of a document may be judicially noticeable, the truth of statements contained in the document and its proper interpretation are not subject to judicial notice if those matters are reasonably disputable. [Citation.] … When judicial notice is taken of a document … the truthfulness and proper interpretation of the document are disputable. [Citation.]" (*Fremont Indemnity Co. v. Fremont General Corp.* (2007) 148 Cal.App.4th 97, 113 (*Fremont*) [original emphasis].) In this case, the alleged contract was attached to a declaration from plaintiff's counsel, which states that the exhibit is "[a] true copy of the contract in suit." (Peterson Decl., filed Oct. 11, 2024, ¶ 4.) In order to take judicial notice of the alleged contract, the court would have to accept the truth

[1] Plaintiff contends that defendants' demurrer is directed to the second, fourth, and fifth causes of action only. Although the court understands plaintiff's position, the court notes that the demurrer, itself, refers to "[e]ach and every cause of action" in the complaint.

of the matter stated in Mr. Peterson's declaration – that said exhibit is a true copy of the alleged contract.

Furthermore, defendants are asking the court to interpret the terms of the alleged contract (i.e., who the contracting parties were, whether the contract called for an illegal deposit amount).[1] However, "a demurrer is simply not the appropriate procedure for determining the truth of disputed facts. The hearing on demurrer may not be turned into a contested evidentiary hearing through the guise of having the court take judicial notice of documents whose truthfulness or proper interpretation are disputable. …[J]udicial notice of matters upon demurrer will be dispositive only in those instances where there is not or cannot be a factual dispute concerning that which is sought to be judicially noticed." (*Fremont*, *supra*, 148 Cal.App.4th at pp. 113–114 [internal quotations and citations omitted].)

Based on the above, the court denies defendants' request to take judicial notice of Exhibit 2 (specifically, the alleged contract contained therein).

Legal Principles

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

Discussion

"The elements of a conversion claim are: (1) the plaintiff's ownership or right to possession of the property; (2) the defendant's conversion by a wrongful act or disposition of property rights; and (3) damages." (*Lee v. Hanley* (2015) 61 Cal.4th 1225, 1240.) The complaint alleges defendants wrongfully interfered with plaintiff's property, that being the initial deposits plaintiff made to defendants totaling $341,624, on the grounds that (1) none of the defendants were properly licensed with a C-12 license to perform the contracted work; and (2) the advance payment called for in the contract was illegal. (Compl., ¶¶ 6–7, 16.) The court finds that plaintiff has alleged sufficient facts to state a claim for conversion. Defendants' arguments regarding uncertainty fail because they are based on material that the court has declined to take judicial

[1] It also appears that the terms of the contract are ambiguous. For example, the contract refers to "BYC Landscaping" but is printed on "BYC Enterprise LLC" letterhead.

notice of (the alleged contract). Therefore, the court overrules the demurrer to the first cause of action for conversion.

A claim for rescission seeks to extinguish a contract. (Civ. Code, § 1688.) A party may rescind a contract "[i]f the consent of the party rescinding … was given by mistake, or obtained through duress, menace, fraud, or undue influence, exercised by or with the connivance of the party as to whom he rescinds…." (Civ. Code, § 1689, subd. (b)(1).) The complaint alleges plaintiff's consent was obtained through fraud where defendants falsely represented to plaintiff that defendants were properly licensed to perform the contracted work. (Compl., ¶ 20.) Defendants argue plaintiff fails to allege the underlying fraud with sufficient particularity. The court agrees. The demurrer to the second cause of action for rescission is sustained with leave to amend.

The elements of a claim for unjust enrichment are " 'receipt of a benefit and unjust retention of the benefit at the expense of another.' [Citation.]" (*Prof. Tax Appeal v. Kennedy-Wilson Holdings, Inc.* (2018) 29 Cal.App.5th 230, 238–242.) The complaint alleges defendants received money that was intended for the benefit of plaintiff, and, in defendant BYC's case, work never commenced. (Compl., ¶¶ 9, 27.) The court finds that plaintiff has stated a claim of unjust enrichment against defendants. The demurrer to the third cause of action for unjust enrichment is overruled.

"The elements of fraud … are: (a) misrepresentation (false representation, concealment, or nondisclosure); (b) knowledge of falsity (or 'scienter'); (c) intent to defraud, i.e., to induce reliance; (d) justifiable reliance; and (e) resulting damage. [Citations.]" (*Rattagan v. Uber Technologies, Inc.* (2024) 17 Cal.5th 1, 32 [internal quotations omitted].) A plaintiff must plead fraud with particularity and allege facts that " ' " 'show how, when, were, to whom, and by what means the representations were tendered.' " ' [Citation." (*Robinson Helicopter Co., Inc. v. Dana Corp.* (2004) 34 Cal.4th 979, 993.) "[I]n the case of a corporate defendant, the plaintiff must allege the names of the persons who made the representations, their authority to speak on behalf of the corporation, to whom they spoke, what they said or wrote, and when the representation was made." (*West v. JPMorgan Chase Bank, N.A.* (2013) 214 Cal.App.4th 780, 793.) Here, the complaint alleges defendants "represented both expressly and implicitly that they were authorized to enter the Contract and capable of the required performance." (Compl., ¶ 20.) However, the court agrees with defendants that plaintiff has not pleaded fraud with sufficient particularity. The demurrer to the fourth cause of action for fraud is sustained with leave to amend.

The UCL prohibits "any unlawful, unfair or fraudulent business act or practice …." (Bus. & Prof. Code, § 17200.) The complaint alleges defendants competed unfairly by (1) knowingly offering and selling services that they are not licensed to provide; and (2) collecting advance fees/down payments that are prohibited by law. (Compl., ¶ 35.) Defendants argue "Plaintiff cannot rationally allege that any of the Defendants knowingly offered and sold services for

which it was not licensed because Zehner d/b/a BYC Landscaping could have subcontracted any work for which it did not hold a necessary license to perform." (Dem. at 7:20–22.) However, defendants' argument is not based on the four corners of the challenged pleading. The court finds the complaint alleges sufficient facts to state a UCL claim. Therefore, the demurrer to the fifth cause of action for unfair competition is overruled.

TENTATIVE RULING #7: THE DEMURRER IS SUSTAINED IN PART WITH LEAVE TO AMEND AND OVERRULED IN PART. REFER TO THE FULL TEXT.

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.	**23CV0238**	**RUGER v. EL DORADO COUNTY**
Demurrer		

This case involves the death of an in-custody individual, James Sherfield Morrison ("James"). Plaintiff Tracy Ruger, James' mother, alleges the following in her First Amended Complaint ("FAC"): On November 2, 2021, James was admitted to the El Dorado County Jail. During intake, Defendant Wellpath Community Care, LLC, evaluated him and decided to place him in a general population cell rather than under suicide watch, despite awareness of his suicidal tendencies. Once in general population, James allegedly was not adequately supervised by El Dorado County personnel, resulting in his death by suicide. (See FAC at PLD-PI-001(2))

Defendant County of El Dorado, and individual Defendants Kowalczyk, Grover, Garibay, Plassmeyer, Sapien, Reimche, Robertson, Estes and Hazlet (collectively "Defendants") demur to the FAC.[1]

Standard of Review - Demurrer

A demurrer tests the sufficiency of a complaint by raising questions of law. *Rader Co. v. Stone* (1986) 178 Cal.App.3d 10, 20. 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,* 7 Cal.4th 634, 638; *Interinsurance Exchange v. Narula,* 33 Cal.App.4th 1140, 1143. **The complaint must be construed liberally by drawing reasonable inferences from the facts pleaded. *Flynn v. Higham* (1983) 149 Cal.App.3d 677, 679.**

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

Leave to amend must be allowed where there is a reasonable possibility of successful amendment. (See *Goodman v. Kennedy* (1976) 18 Cal.3d 335, 349 (court shall not "sustain a demurrer without leave to amend if there is any reasonable possibility that the defect can be cured by amendment'); *Kong v. City of Hawaiian Gardens Redevelopment Agency* (2002) 108 Cal.App.4th 1028, 1037 ('A demurrer should not be sustained without leave to amend if the complaint, liberally construed, can state a cause of action under any theory or if there is a reasonable possibility the defect can be cured by amendment.").) The burden is on the complainant to show the Court that a pleading can be amended successfully. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.)

[1] Defendants Wellpath Community Care, LLC, Wellpath Management, Inc., and Wellpath Recovery Solutions, LLC are not part of this Demurrer. Their involvement in the case is stayed.

Meet and Confer Requirement

Code of Civil Procedure §430.41(a) provides: Before filing a demurrer pursuant to this chapter, the demurring party shall meet and confer in person or by telephone with the party who filed the pleading that is subject to demurrer for the purpose of determining whether an agreement can be reached that would resolve the objections to be raised in the demurrer.

Code of Civil Procedure §430.41(a)(3):

> The demurring party shall file and serve with the demurrer a declaration stating either of the following:
>
> (A) The means by which the demurring party met and conferred with the party who filed the pleading subject to demurrer, and that the parties did not reach an agreement resolving the objections raised in the demurrer.
>
> (B) That the party who filed the pleading subject to demurrer failed to respond to the meet and confer request of the demurring party or otherwise failed to meet and confer in good faith.

Dumas v. Los Angeles County Bd. of Supervisors (2020) 45 Cal. App. 5th 348 ("If, upon review of a declaration under section 430.41, subdivision (a)(3), a court learns no meet and confer has taken place, or concludes further conferences between counsel would likely be productive, it retains discretion to order counsel to meaningfully discuss the pleadings with an eye toward reducing the number of issues or eliminating the need for a demurrer, and to continue the hearing date to facilitate that effort").

Despite multiple attempts to meet and confer with Plaintiff's counsel, Defendant has received no cooperation. (Decl. Jacob Graham).

Requests for Judicial Notice

Cal. Rules of Court, rule 3.1113(l), also covers judicial notice, requiring that "[a]ny request for judicial notice shall be made in a separate document listing the specific items for which notice is requested and shall comply with rule 3.1306(c)."

Defendant requests judicial notice of the text of Senate Bill No. 2 ("SB 2), and the fact that SB 2 became effective on January 1, 2022.

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

There is no opposition. Defendant's request for judicial notice is granted.

Demurrer

The Complaint includes 2 causes of action: (1) General Negligence and (2) Violation of the Tom Bane Act (Civil Code §52.1) ("Bane Act").

Defendant demurs to all causes of action on the following grounds:

1. Plaintiff's negligence and wrongful death claims against the County lack a statutory foundation, as required by Gov. Code § 815(a), (Code Civ. Proc. § 430.10(e));
2. Plaintiff's negligence, wrongful death, and Bane Act (Civ. Code § 52.1) claims against the County are barred by Gov. Code § 844.6, (Code Civ. Proc § 430.10(e)); and,
3. Plaintiff fails to allege sufficient facts to support a claim under the Bane Act (Civ. Code § 52.1) against the Defendants because the FAC does not allege interference with rights through coercion, threats, or intimidation (Code Civ. Proc. § 430.10(e)).

In California all government tort liability must be based on statute. (Gov. Code § 815(a).) Thus, to state a valid claim against a government entity like the County, the complaint must cite a statutory basis for such a claim. (See Gov. Code § 815(a); *Susman v. Los Angeles* (1969) 269 Cal.App.2d 803, 809; *Searcy v. Hemet Unified School Dist.* (1986) 177 Cal.App.3d 792, 802.) The FAC does not state any statutory authority for claims of general negligence or wrongful death against the County. While this is something that could possibly be cured if the Court were to grant leave to amend, there is no reasonable possibility that the following defects could be cured by amendment.

Section 844.6 of the Government Code grants immunity from liability to public entities for injuries caused by or to a prisoner. Under Gov. Code § 844, the term "prisoner" includes persons arrested and booked in jail. (Gov. Code § 844.) As applicable here, the sole exception to this immunity arises under Gov. Code § 845.6, which permits liability when a public entity or its employees fails to summon immediate medical care for a prisoner in obvious need of such care. (See e.g. Gov. Code §§ 844.6, 845.6.) In *Lucas v. City of Long Beach* (1976) 60 Cal.App.3d 341, 350, the court clarified that liability for the failure to prevent a suicide is not contemplated under the exception to these statutory provisions. (*Id*. at p. 350.) While the Bane Act was amended in 2022, the language did not clearly indicate retroactive intent. (*Evangelatos v. Superior Court* (1988) 44 Cal.3d 1188, 1208). The FAC fails to state facts alleging the exception applies to this case.

Civil Code § 52.1, known as the Bane Act, allows for civil action against anyone who interferes with another's constitutional rights through threats, intimidation, or coercion. A claim under § 52.1 "does not extend to all ordinary tort actions because its provisions are limited to threats, intimidation, or coercion that interferes with a constitutional or statutory right." *Venegas v. County of Los Angeles* (2004) 32 Cal.4th 820, 843. The FAC alleges inaction, as

opposed to threats, intimidation or coercion and it fails to assert a constitutional right that was interfered with.

The demurrer is unopposed.

TENTATIVE RULING #8:

1. **DEFENDANT'S REQUEST FOR JUDICIAL NOTICE IS GRANTED.**
2. **DEMURRER IS SUSTAINED WITHOUT LEAVE TO AMEND AS TO ALL CAUSES OF ACTION AGAINST THESE DEFENDANTS.**

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.