August 8, 2025
Dept. 9
Tentative Rulings

1.	22CV0979	CARTER et al v. PLACER VILLAGE APARTMENTS et al
Judgment on the Pleadings		

The Notice does not comply with Local Rule 7.10.05. Repeated violations will be grounds for sanctions subject to Local Rule 7.12.13.

This action arises from a claim by Alexandria Carter, Joseph Barret, and minors Skylar Allen, Ivey May Barret, and Kaleb Carter (collectively "Plaintiffs") related to their occupancy of an apartment unit at Placer Village Apartments. The Plaintiffs assert that their apartment unit had a bed bug issue. The Plaintiffs additionally sued Highlander Termite and Pest Control ("Highlander") who performed pest control services at the Carter Plaintiffs' apartment unit when engaged to do so by the owner and property manager of Placer Village Apartments.

Meet and Confer

> "(a) Before filing a motion for judgment on the pleadings pursuant to this chapter, the moving party shall meet and confer in person or by telephone with the party who filed the pleading that is subject to the motion for judgment on the pleadings for the purpose of determining if an agreement can be reached that resolves the claims to be raised in the motion for judgment on the pleadings. If an amended pleading is filed, the responding party shall meet and confer again with the party who filed the amended pleading before filing a motion for judgment on the pleadings against the amended pleading. (Code of Civil Procedure, § 439(a))
>
> "A determination by the court that the meet and confer process was insufficient is not grounds to grant or deny the motion for judgment on the pleadings." (Code of Civil Procedure, §439(a)(4))

The Court notes that the Gamboa Declaration mentions three e-mails sent in an effort to meet and confer, but no telephone or in-person efforts, as required by CCP § 439(a). The hearing is continued to Friday, October 10, 2025, at 8:30 AM in Department Nine. The moving party is directed to file a status update before Friday, September 26, 2025, addressing the meet and confer efforts and whether there is still a need for the Court to address the Motion.

TENTATIVE RULING #1:

HEARING CONTINUED TO FRIDAY, OCTOBER 10, 2025, AT 8:30 AM IN DEPARTMENT NINE. THE MOVING PARTY IS DIRECTED TO FILE A STATUS UPDATE BEFORE FRIDAY, SEPTEMBER 26, 2025, ADDRESSING THE MEET AND CONFER EFFORTS AND WHETHER THERE IS STILL A NEED FOR THE COURT TO ADDRESS THE MOTION.

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.	**24CV1664**	**EASLEY et al v. EL DORADO ORCHARDS et al**
Motion to Proceed By & Through Successor in Interest		

The Notice does not comply with Local Rule 7.10.05. Repeated violations will be grounds for sanctions subject to Local Rule 7.12.13.

Plaintiff Todd Easley moves for leave to Proceed By and Through Plaintiff's Successors in Interest, Michelle Easley, and to Amend the Complaint filed herein in order to reflect the Successor in Interest as Plaintiff, due to Plaintiff's death.

Plaintiff's claims continue by right and shall now be pursued through his Successor in Interest for the benefit of his heirs. (Code Civ. Proc. §377.31) This will not create any new causes of action but "merely prevent the abatement of the cause of action of the injured person, […]." *Grant v. McAuliffe* (1953) 41 Cal.2d 859, 864.

Plaintiff was married to Michelle Easley and has one minor son, who will succeed to this matter equally under the laws of Intestate Succession of California. (Prob. Code §6402(a)) Michelle Easley may proceed as the Successor in Interest on behalf of herself and her minor son, who is also decedent's minor son. (Exhibit A to Decl. of Atty Hadwen) There is no Will, no Estate, and no probate matter pending in any court in the state of California. (*Id*.) The proposed Amended Complaint is attached to the Petition.

There is no opposition.

TENTATIVE RULING #2:

MOTION TO PROCEED BY AND THROUGH SUCCESSOR IN INTEREST 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.	**25CV0071**	**ISHSHALOM v. V3 ELECTRIC**
Motion to Compel Arbitration		

Defendant V3 Electric, Inc. ("Defendant") moves the Court for an order compelling arbitration and staying the proceedings in this matter, arguing that Defendant and Plaintiff Shaalev Shai Ishshalom ("Plaintiff") entered into a binding Arbitration Agreement ("Agreement") which covers all disputes between the parties.

The Agreement's title is clearly identified at the top of the Agreement in all caps and large text. (Smith Decl., ¶ 5 and Ex. A.) On June 17, 2024, Plaintiff provided his initials on both page thirteen and a separate signature on page fourteen acknowledging receipt and agreeing to the Agreement. The Agreement states that the parties agree to arbitrate before a neutral arbitrator any and all disputes or claims that arise, including claims arising from recruit, hiring, employment, separation, or actions brought under PAGA. The Agreement also gave Plaintiff right to opt out of the Agreement "[thirty] days from when [Plaintiff] initially signed this Agreement" through written notice stating that he "elects to opt out of the Mutual Arbitration Agreement."

On January 6, 2025, Plaintiff filed a Class Action and Representative Action Complaint against V3, alleging the following seven causes of action: (1) minimum wage violations; (2) failure to pay overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition. (See Complaint.) On March 10, 2025, Plaintiff filed a FAC, adding an eighth cause of action for civil penalties under the Private Attorneys General Act. (FAC, ¶¶ 61-65.)

"California law, like federal law, favors enforcement of valid arbitration agreements." (*Armendariz v. Foundation Health Psychcare Services* (2000) 24 Cal.4th 83, 97.) There is "a strong public policy in favor of arbitration and any doubts regarding the arbitrability of a dispute are resolved in favor or arbitration." (*Rice v. Downs* (2016) 248 Cal.App.4th at 175, 185 [internal citation omitted].) The moving party must only prove, by a preponderance of the evidence, the existence of an arbitration agreement and that the dispute is covered by the agreement. (See *Cruise v. Kroger Co.* (2015) 233 Cal.App.4th 390, 396-397.)

Defense counsel attempted to meet and confer with Plaintiff's counsel, who refused to stipulate to arbitration despite the clear Agreement.

Plaintiff opposes, arguing that he did not consent to submit his claims to arbitration. Plaintiff notes that the arbitration provision states that it is between V3 and Employee, but that Employee is never defined. Further, Plaintiff argues that he is only identified as the Direct Seller in the agreement. Plaintiff argues that the agreement is unconscionable because it is not mutual, but the Court notes that the agreement is signed by Plaintiff.

TENTATIVE RULING #3:

MOTION TO COMPEL ARBITRATION 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.

4.	**25CV1677**	**CBC SETTLEMENT FUNDING, LLC**
Transfer of Structured Settlement		

Prior to approving a petition for the transfer of payment rights, this court is required to make a number of express written findings pursuant to Cal. Insurance Code § 10139.5, including the following:

1. That the transfer is in the best interests of the Payee, taking into account the welfare and support of Payee's dependents.
2. That the Payee has been advised in writing by the Petitioner to seek independent professional advice and has either received that advice or knowingly waived in writing the opportunity to receive that advice. This finding is supported by Exhibit C to the Petition. *See also,* Petition at ¶ 13.
3. That the transferee has complied with the notification requirements and does not contravene any applicable statute or the order of any court or government authority. See Exhibits A and B.
4. That the transfer does not contravene any applicable statute or the order of any court or government authority. Exhibit E, ¶ 5.

In addition to the express written findings required by the applicable statutes, Cal. Ins. Code § 10139.5(b) requires the court to determine whether, based on the totality of the circumstances and considering the payee's age, mental capacity, legal knowledge, and apparent maturity level, the proposed transfer is fair and reasonable, and in the payee's best interests**.** The court may deny or defer ruling on the petition if the court believes that the payee does not fully understand the proposed transaction, and/or that the payee should obtain independent legal or financial advice regarding the transaction.

The Petition submitted generally contains the information required by the Insurance Code for court approval of this transaction. However, some information required by the statutes was is missing, such as:

1. Whether there are any court orders for spousal support (Declaration ¶ 5 only mentions child support);
2. Whether the payments to be transferred are required for future medical care or necessary living expenses;
3. Whether, within the past five years, the payee has attempted to enter into any such agreement with this Petitioner or any other entity that were denied by a court, or that were withdrawn or dismissed prior to a determination on the merits (Declaration ¶ 9 says he has never sold payments, but does not address whether her has attempted to).

TENTATIVE RULING #4:

APPEARANCES REQUIRED ON FRIDAY, AUGUST 8, 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.	**22CV0794**	**OAKLEY DESIGN v. CHAN et al**
Motion for Attorney's Fees & Costs		

This is a motion for attorneys' fees and costs following the dismissal of Plaintiff Oakley Design Build & Restoration, LLC's ("Plaintiff" or "Oakley") action against Defendants. Plaintiff commenced this action against Defendants on June 14, 2022, alleging Breach of Contract, Enforcement of Mechanics Lien, and other similarly related causes of action after the parties allegedly entered into a home improvement contract. Defendants have incurred $88,800.00 in attorneys' fees and $9,112.43 in costs. (Dec. A. Chacon at ¶ 10-11, Ex. B&C.)

When a party petitions for the release of a lien, "The claimant has the burden of proof as to the validity of the lien", and "[t]he prevailing party is entitled to reasonable attorney's fees." (Cal. Civ. Code §§ 8488(a), 8488(c).) "Prevailing party" is not defined within this section of statutory text or by any published case law that seeks to interpret its meaning as used in § 8488. However, "prevailing party" is defined by other California statutes, and it is defined by case law that interprets its meaning in other fee awarding statutes. For example, California Code of Civil Procedure § 1032(a)(4) states, "'Prevailing party' includes the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against those plaintiffs who do not recover any relief against that defendant..." (Cal. Civ. Proc. § 1032(a)(4), italics added.)

Plaintiff placed a mechanics' lien on Defendant's property on or about April 5, 2022. (Dec. A. Chacon at ¶ 4.) Subsequently, Plaintiff sought to enforce the lien by means of a civil action. (Dec. A. Chacon at ¶ 6.) During the litigation and on or about October 18, 2024, this Court delivered a ruling which held that the claimed amount of Plaintiff's lien was a triable issue of fact. (Dec. Chacon at ¶ 8, Ex. A.) Thus, by failing to prove the claimed amount on the lien was correct, Defendants argue that Plaintiff never met its burden of proving the lien was valid and since Plaintiff failed to meet its burden of proving that the lien was valid, Defendants are the prevailing party and are entitled to attorneys' fees pursuant to California Civil Code § 8488(c). Moreover, Defendants argue they are entitled to recover costs incurred in this action pursuant to Code of Civil Procedure § 1032(b) because no existing statute forbids the recovery of costs in mechanics lien actions and Defendants are the prevailing party as defined in Code of Civil Procedure 1032(c). Furthermore, on or about June 20, 2025, during an Order to Show Cause Hearing, this Court dismissed Plaintiff's action against Defendants and awarded Plaintiff no relief. (Dec. A. Chacon at ¶ 9.) Plaintiff's mechanics' lien has been removed from Defendant's property. (Dec. A. Chacon at ¶ 5.)

Counsel requests $88,800.00 in attorney's fees and costs of $9,112.43. The hourly rate and costs appear reasonable.[1] Counsel further requests 10-hours of attorney time for preparing the subject Motion and supporting documents, 1 hour to review any opposition brief, 3 hours to prepare the reply, and 1 hour for appearance. The Court finds that 10-hours of attorney time for preparing the essentially 4 ½ page Motion with 1 page of legal standard is excessive and hereby reduces that to 5-hours of attorney time. There is no opposition, so no review or reply is required at this time, nor is any appearance.

The Court hereby awards $88,800 in attorney's fees and costs of $9,112.43, with an additional $1,375 for this Motion, for a total of $99,287.43.

TENTATIVE RULING #5:

THE MOTION IS GRANTED AND THE COURT AWARDS $88,800 IN ATTORNEY'S FEES AND COSTS OF $9,112.43, WITH AN ADDITIONAL $1,375 FOR THIS MOTION, FOR A TOTAL OF $99,287.43.

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.

[1] The Motion states counsel's hourly rate is $325.00 per hour, but the billing records attached as Exhibit B to the Declaration of Chacon show a billing rate of $275.00 per hour. This does not affect the $88,800 requested in attorney's fees, as they are calculated using the $275.00 rate. However, any time spent on this Motion, any required review of opposition, drafting of a reply, and appearance, will be calculated using $275.00/hour.

6.	**25CV1426**	**DRAEGER v. HOLGATE**
Motion to Change Venue		

Defendant Robert Holgate, a resident of Amador County, alleges that he has been involved in a contentious marital dissolution proceeding in Amador County against plaintiff's daughter since May of 2024— Amador County Superior Court Case No. 24FC08778. Defendant argues that as part of an ongoing pattern of harassment and intimidation by his wife's family, Mr. Holgate's soon-to-be ex-mother-in-law has filed the subject lawsuit against him in El Dorado Superior Court alleging causes of action for defamation and negligence. (Complaint filed June 5, 2025 [hereinafter "Compl."].)

At paragraph 2 of the complaint, plaintiff admits that Mr. Holgate is a resident of Amador County. (Compl., ¶ 2.) This judicial admission and the balance of the allegations in the complaint are the only facts necessary to resolve this motion with respect to the proper venue for this action. Defendant argues that Plaintiff is bound by her judicial admission that defendant is a resident of Amador County in paragraph 2 of her complaint. Said admission is a waiver of proof or a concession to the truth of the matter pled. No additional evidence of Mr. Holgate's place of residence is required. (*Valerio v. Andrew Youngquist Construction* (2002) 103 Cal.App.4th 1264, 1271. "The right of a defendant to have an action brought against him tried in the county of his residence is an ancient and valuable right, safeguarded by statute and supported by a long line of decisions." (*Williams v. Superior Court* (2021) 71 Cal.App.5th 101, 102 quoting *Kaluzok v. Brisson* (1946) 27 Cal.2d 760, 763.)

The first step in determining the proper venue for an action is to first classify it as either "local" or "transitory." To determine whether an action is local or transitory, the court looks to the "main relief" sought. Where the main relief sought is personal, the action is transitory. Where the main relief relates to rights in real property, the action is local. (*Brown v. Superior Court* (1984) 37 Cal.3d 477, 482, fn. 5.) Here, plaintiff's complaint does not allege any cause of action with respect to real property, only defamation and negligence. Therefore, the Court agrees with Defendant that the subject action is clearly transitory.

With respect to transitory actions, "[e]xcept as otherwise provided by law and subject to the power of the court to transfer…the county where the defendants or some of them reside at the commencement of the action is the proper court for the trial of the action." (Code Civ. Proc., § 395, subd. (a) [emphasis added]; see *Brown*, supra, 37 Cal.3d at p. 483.) The Code of Civil Procedure contains no alternative venue provision that might control plaintiff's defamation and negligence causes of action. As such, the only proper venue is the defendant's place of residence. Therefore, Defendant argues the moving party is entitled to have this action tried in Amador County. (Compl., ¶ 2.) The Court agrees.

Defendant further argues that he is entitled to reasonable attorney fees and costs. When a change of venue motion is made on the grounds that the action was filed in the wrong court, the prevailing party may be entitled to his reasonable attorney fees and costs incurred. (Code Civ. Proc., § 396b, subd. (b).) "In determining whether that order for expenses and fees shall be made, the court shall take into consideration (1) whether an offer to stipulate to change of venue was reasonably made and rejected, and (2) whether the motion or selection of venue was made in good faith given the facts and law the party making the motion or selecting the venue knew or should have known." (*Id*.) Liability for these costs rest solely with the attorney, not with his client. (Ibid.) That is because "[t]he attorney, rather than the client, is charged with knowledge of the venue rules." (Edmon & Karnow, Cal. Practice Guide: Civil Procedure Before Trial (Rutter Group 2025) ¶ 3:584.)

Defendant states that prior to filing the subject motion, counsel for moving party met and conferred with plaintiff's counsel pointing out that venue in El Dorado County was not proper and sought a stipulation for transfer. (Declaration of Thomas M. Swett, *infra*.) No stipulation was forthcoming. (*Id*.) Moreover, plaintiff's counsel was and is well aware that defendant is a resident of Amador County—he has been litigating a divorce proceeding against him in that venue—as he admits and alleges as much in paragraph 2 of the subject complaint. (Compl., ¶ 2.) Counsel is claiming 5.3 hours at $495/hour of attorney time, 1.1 hours at $175/hour of paralegal time and costs of $60, for a total of $2,876.00 The Court finds this reasonable.

There is no opposition.

TENTATIVE RULING #6:

MOTION TO CHANGE VENUE 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.	24CV0532	VILT v. POLSTON
Motion for Distribution of Funds, Motion for Sanctions, Motion to Set Aside, Motion to Withdraw Deemed Admissions		

Defendant filed a Motion to Withdraw or Amend Deemed Admissions and a Motion to Set-Aside Judgment on the Pleadings. Plaintiff filed a Motion for Distribution of Funds and Motion for Sanctions.

As to Defendant's motions, he seeks to withdraw or amend the deemed admissions and set aside the judgment on the pleadings based on the underlying motions being served on him at an address where he longer lived, as he legally was prohibited from living there per a restraining order between the parties in a separate matter. Defendant moreover never appeared in this case, and per Defendant he was under no obligation to update his address under Cal. Rules of Court, 2.200, which provides that, "An attorney or self-represented party whose mailing address, telephone number, fax number, or e-mail address (if it was provided under rule 2.111(1)) changes while an action is pending must serve on all parties and file a written notice of the change."

Plaintiff argues that under rule 2.200 service was proper at Defendant's last known address and that it was Defendant's obligation to change his address or set up a forwarding address once he vacated the residence per the restraining order. Plaintiff maintains this position even though Defendant has never appeared in the matter. Plaintiff references several cases purportedly in support of his position. Unfortunately, none of the authorities cited actually support Plaintiff's position.

Plaintiff cites to *Kramer v. Traditional Escrow, Inc.* (2020) 56 Cal.App.5th 13 in support of the proposition that, if a defendant fails to update their address with the court and the plaintiff per rule 2.200, the defendant cannot set aside orders taken against them due to not receiving documents served by the plaintiff because the documents were served at the defendant's prior address that was last on file with the court. However, in *Kramer*, unlike here, the defendants had appeared in the action by filing an answer. (*Id.* at p. 19.) *Kramer* is inapposite to the present matter in which Defendant has never appeared. The court does not find that *Kramer* holds that the obligations under rule 2.200 apply to a defendant who has never appeared in an action. Additionally, the attempts made by the plaintiff in *Kramer* to notify defendants are significantly more robust than the attempts in the present matter, where Plaintiff knew that Defendant no longer lived at the address at which mail service was made. Moreover, unlike here, the defendants in *Kramer* were not attacking the validity of the proofs of service; instead, they were claiming their lack of actual notice entitled them to relief. (*Id.* at p. 31.) Here, Defendant is attacking the validity of the service of the discovery motion and the motion for judgment on the pleadings. For all these reasons, the court finds *Kramer* unhelpful to the analysis before the court.

Plaintiff as cites to *Abers v. Rohrs* (2013) 217 Cal.App.4th 1199, although the court could not find at the page noted by Plaintiff the purported holding in the case upon which Plaintiff relies. Rather, *Abers* found that the service on the defendants by mail in that matter was insufficient to confer jurisdiction over the defendants. (*Id.* at pp.1205-1208.) Therefore, *Abers* appears to provide no authority for the court in this matter.

Likewise, Plaintiff cites *Bethlahmy v. Customcraft Industries, Inc.*, 192 Cal.App.2d 308 (1961) as authority that the defendant had a duty to inform the court of a change of address. *Bethlahmy* involved an attorney who withdrew from the case, and the withdrawing attorney listed a business address for the party to be served. (*Id.* at pp. 309-310.) The appellant in *Bethlahmy* contended that he had to be served at his personal residence for notice to be proper, and the trial court disagreed. The appellate court affirmed the trial court's denial of the motion to set aside the default judgment. The facts here are distinguishable where Defendant was never actively involved in the case, unlike the defendant in *Bethlahmy*, and where Plaintiff knew that Defendant was not at the address at which she effectuated service. The court declines to rely on the holding in *Bethlahmy*, finding it factually distinct.

None of the federal cases cited by Plaintiff support his position either. In *Parker v. Facebook* (2017) 2017 WL 3085017, it was the *plaintiff* that failed to update his address and was denied relief after claiming service was improper. Plaintiff obviously appeared in the matter, so this holding, in addition to being a federal and not state authority, provides no guidance. Similarly, *craigslist, Inc. v. Hubert* (2011) 278 F.R.D. 510 involved a question of the validity of service of the summons and complaint through substituted service, an entirely different analysis than what is presented to the court in the present matter.

Putnam v. Clague (1992) 3 Cal.App.4th 542, also cited, actually may contradict Plaintiff's position. *Putnam* concerned whether a court abused its discretion by dismissing an action for delay in prosecution, a different issue than that presented here. *Putnam* posed the question of whether the conduct followed by Plaintiff in delaying service of process was reasonable. (*Id.* at p. 560.) To the extent *Putnam* is even applicable, if the court must ask whether Plaintiff here was reasonable in serving Defendant, who had never appeared in the action, at an address that Defendant could not lawfully be at, the answer is clear to the court. Plaintiff course of action was unreasonable.

Lastly, the court finds that the holding in *Carol Gilbert, Inc. v. Haller* (2009) 179 Cal.App.4th 852 is misstated by Plaintiff. While the court considered the application of the rule of substantial compliance to the default setting (again different facts than here), it ultimately declined to reach a decision on the question, finding the purported service there to be too defective even if a claim of substantial compliance was available. (*Id.* at p. 865-966.) Furthermore, *Carol Gilbert* certainly did not hold that the rule of substantial compliance is satisfied if there is some degree of compliance. This factor is but one of several to satisfy the doctrine. Plaintiff oversimplifies the doctrine to no avail.

Plaintiff further argues that Defendant has no right to challenge the deemed admissions or the judgment on the pleadings because he is in default and therefore the court has no jurisdiction to hear his claims. In *First American Title Ins. Co. v. Banerjee* (2022) 87 Cal.App.5th 37, 43-44, the court noted that "A defendant who seeks to challenge a default judgment has 'three potential avenues of relief: a direct appeal from the judgment, a motion to set aside the judgment and a collateral attack on the judgment.' [Citation.]" This includes seeking to set aside a default judgment that is void under Code of Civil Procedure section 473, subdivision (d). (*Id.* at p. 44.)

The court analogizes that holding to here where Defendant seeks to withdraw or amend the deemed admissions and set aside the judgment on the pleadings as void for lack of proper service, despite being in default. While the motion to set aide the judgment on the pleadings is explicitly made under section 473, subdivision (d), the motion to withdraw or amend the deemed admissions is not. However, the factual circumstances are indistinguishable, and the court finds the same legal principles apply. Therefore, the court deems Defendant's motion regarding the deemed admissions to be under section 473, subdivision (d) as well. Moreover, the court on its own motion can set aside a void order under section 473, subdivision (d) and has inherent authority to reconsider its own prior orders.

The court finds it has jurisdiction to consider whether to deem the challenged orders to be void as a matter of law, despite Defendant being in default. The court finds that Plaintiff has provided no authority for the proposition that a defendant who never appeared in the case can be served by mail at an address whether plaintiff knows the defendant does not reside. If permitted, this would offend due process. The court finds that Defendant was never properly served with the motion to deem matters admitted nor with the motion for judgment on the pleadings. Therefore, the court finds the resulting orders to be void as a matter of law and sets them aside. The court makes this order under section 473, subdivision (d). To the extent the court lacks authority to consider the motion given Defendant is in default, despite *First American*'s suggestion that the court does have such authority, the court makes this determination on its own motion under section 473, subdivision (d) or alternatively under the court's inherent authority to reconsider its own orders. The court finds that Plaintiff has had a full opportunity to address the issues raised on their merits, so there is no denial of due process to Plaintiff if the court acts on its own motion.

The court emphasizes that it is not setting aside the stipulated judgment of the parties nor the sale that took place as a result of the stipulated judgment.

Given the above analysis, the court finds no merit to Plaintiff's request for sanctions (as the court agrees with Defendant's position) and denies the motion. As to the motion for distribution of funds, the court orders appearances to get input from the parties as to how the setting aside of the deemed admissions and the judgment on the pleadings may impact the distribution.

TENTATIVE RULING #7:

1. **THE COURT SETS ASIDE THE DEEMED ADMISSIONS AND JUDGMENT ON THE PLEADINGS DUE TO IMPROPER SERVICE, FINDING BOTH ORDERS TO BE VOID AS A MATTER OF LAW.**
2. **THE COURT DENIES PLAINTIFF'S REQUEST FOR SANCTIONS.**
3. **APPEARANCES ARE ORDERED ON AUGUST 8, 2025 AT 8:30 A.M. IN DEPARTMENT NINE REGARDING THE MOTION FOR DISTRIBUTION OF FUNDS TO GET INPUT FROM THE PARTIES AS TO HOW THE SETTING ASIDE OF THE DEEMED ADMISSIONS AND THE JUDGMENT ON THE PLEADINGS MAY IMPACT THE DISTRIBUTION.**

APPEARANCES REQUIRED ON FRIDAY, AUGUST 8, 2025, AT 8:30 AM IN DEPARTMENT NINE.

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.	**24CV2106**	**BAZEMORE, JR. v. BYC ENTERPRISES, LLC et al**
Motion to Strike		

Plaintiff and Cross-Defendant Kenneth L. Bazemore, Jr. ("Bazemore") moves this Court to strike Paragraphs 74 and 75 from Defendants and Cross-Complainants' Jarrod J. Zehner, individual and dba Backyard Customs Landscaping and BYC Enterprises, LLC'S Cross-Complaint pursuant to Code of Civil Procedure ("CCP") §§ 435 and 436. These paragraphs introduce allegations concerning a purported dog bite incident involving Cross-Defendant Dedra Schmeeckle-Cox ("Schmeeckle-Cox") and Bazemore's dog and further allege that this incident led to Bazemore terminating Schmeeckle-Cox's engagement.

Bazemore argues that these allegations are entirely irrelevant to the central contractual and construction related disputes at issue in this litigation and their inclusion serves no legitimate pleading purpose and is improper as they are not essential to any cause of action asserted against Bazemore. Bazemore further argues that these allegations are prejudicial, appearing calculated to cast Bazemore in a negative light before the Court and jury.

A party may move to strike any "irrelevant, false, or improper matter inserted in any pleading." (Code Civ. Proc. § 436(a).) Additionally, a court may strike "all or any part of any pleading not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court." (Code Civ. Proc. § 436(b).) The grounds for a motion to strike must appear on the face of the challenged pleading or from matters of which the court may take judicial notice. (Code Civ. Proc. § 437(a).) "Irrelevant" matters include allegations that are not essential to the claim or defense. (*Quiroz v. Seventh Ave. Center* (2006) 140 Cal.App.4th 1256, 1281.) An immaterial allegation is one that is not essential to the statement of a claim, is not pertinent to an otherwise sufficient claim, or requests relief not supported by the allegations. (Code Civ. Proc. § 431.10(b).)

Schmeeckle-Cox opposes, arguing that by alleging that Schmeeckle-Cox was terminated as a result of the unfortunate dog bite incident, Cross-Complainants have simply put Bazemore on fair notice of the issues, i.e., that Schmeeckle-Cox was not terminated by Bazemore in connection with some perceived failure regarding Cross-Complainants' performance of its obligations under the construction contract or because Bazemore otherwise believed that Cox mismanaged the Project in some way which may have amounted to a waiver of any purported breach of contract allegedly committed by Cross-Complainants. See Weil & Brown, et al., California Practice Guide: Civil Procedure Before Trial, supra, at, 6: 128 ("The distinction between 'ultimate facts' and 'evidentiary' matters is of diminishing importance because a complaint will be upheld if it provides the defendant with 'notice of the issues sufficient to enable preparation of a defense."') (quoting *Doe v. City of Los Angeles* (2007) 42 Cal.4th 531, 549-550).

The Court agrees with Schmeeckle-Cox that Bazemore does not argue the allegations are false, only that they are irrelevant and prejudicial. “Prejudice" is an evidentiary standard: "The court in its discretion may exclude evidence if its probative value is substantially outweighed by the probability that its admission will (a) necessitate undue consumption of time or (b) create substantial danger of undue prejudice, of confusing the issues, or of misleading the jury." Evid. Code § 352. The Court is not persuaded that Bazemore’s dog biting Schmeeckle-Cox is going to be inflammatory or prejudicial, and even if there is some element of prejudice, it does not outweigh its probative value.

TENTATIVE RULING #8:

MOTION TO STRIKE IS DENIED.

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

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.

9.	**PC20200539**	**BOWMAN v. GOLD COUNTRY HOMEOWNERS**
MSJ (2)		

The court understands that the parties have been actively engaged in settlement negotiations. Rather than expend court resources on the pending motions for summary judgment, the court continues the matter to August 22, 2025 at 8:31 a.m. in Department 9. The court continues to find good cause to hear these motions less than 30 days in advance of the trial, finding that the court should afford the parties an opportunity to exhaust settlement negotiations prior to ruling on the motions. If the parties wish to seek the assistance of Commissioner Friel in trying to settle the matter, they are directed to contact the court to obtain another settlement conference date.

TENTATIVE RULING #9:

MATTER CONTINUED TO AUGUST 22, 2025 AT 8:31 A.M. 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.

10.	**22CV1608**	**CRAMER v. NORTON**
Demurrer (3)		

Defendants Miche Rene Norton ("Norton"), First American Title Company ("First American"), and Boutin Jones Inc. ("Boutin") all demur to Plaintiff David Cramer's Third Amended Complaint ("TAC").

It is noted that at the hearing on February 21, 2025, the Court sustained Norton and First American's demurs to the Second Amended Complaint, and granted Cramer leave to amend within 10 days. The TAC was not filed until March 10, 2025. Cramer's TAC was not timely filed. Further, the TAC fails to comply with Local Rule 7.10.03 and California Rules of Court, rule 2.112.

Norton demurs to the TAC on the following grounds: none of the causes of action set forth in the TAC identify against whom the cause of action is brought in violation of Local Rule 7.10.03 and California Rules of Court, rule 2.112; the three causes of action fails to state facts sufficient to constitute a cause of action against Norton (California Code of Civil Procedure ("CCP") § 430.10(e)); and, the TAC is uncertain (CCP § 430.10(f)).

First American demurs to the TAC on the following grounds: the TAC fails to state facts sufficient to constitute any cause of action against First American (Code Civ. Proc. § 430.10(e)).

Boutin demurs to the TAC on the following grounds: the TAC fails to state facts sufficient to constitute any cause of action against First American (Code Civ. Proc. § 430.10(e)).

In addition to the TAC not being timely filed, Cramer has not responded to the arguments raised in any of the three Demurrers. While there is generally a standard of liberality, Cramer has had several opportunities to amend the pleadings and he carries the burden of showing a reasonable possibility he can cure by amendment. *Von Batsch v. American Dist. Telegraph Co.* (1985) 175 Cal. App. 3d 1111, 1117, 1119; *Blank v. Kirwan* (1985) 39 Cal.3d. 311, 318. Cramer has not done so.

The Court further notes that Cramer seems to admit that the TAC is flawed, evidenced by the fact that he filed a Fourth Amended Complaint without leave of court.

TENTATIVE RULING #10:

1. **NORTON'S DEMURRER TO THE THIRD AMENDED COMPLAINT IS SUSTAINED IN FULL, WITHOUT LEAVE TO AMEND.**
2. **FIRST AMERICAN'S DEMURRER TO THE THIRD AMENDED COMPLAINT IS SUSTAINED IN FULL, WITHOUT LEAVE TO AMEND.**
3. **BOUTIN'S DEMURRER TO THE THIRD AMENDED COMPLAINT IS SUSTAINED IN FULL, 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.