November 14, 2025
Dept. 9
Tentative Rulings

1.	**23CV0824**	**RICH v. GLADIOLUS HOLDINGS, LLC**
Final Approval of Class Action / PAGA Settlement		

Following a hearing held on May 23, 2025, the Court entered an Order Granting Motion for Preliminary Approval of the proposed Class Action Settlement (see Declaration of James Clark, dated October 22, 2025, Exhibit 1) on June 2, 2025. That Order granted conditional certification of the Class, as defined in the Order, designated Plaintiff Rich as the Class Representative, Joseph Lavi, Esq., Vincent C. Granberry, Esq., Eve Howe, Esq, James Clark, Esq., Malcolm E. Clayton, Esq. of Lavi & Ebrahimian, LLP, as Class Counsel, and Phoenix Class Action Administration Solutions as the Settlement Administrator. The Order further specified that at the final fairness hearing the Court would consider:

(a) whether the settlement should be approved as fair, reasonable, and adequate for the class;
(b) whether a judgment granting approval of the settlement should be entered; and
(c) whether Plaintiff's application for an award of Class Counsel Fees, Class Counsel Expenses, and Class Representative Service Payment should be granted.

This hearing should also include a report of Class Counsel and/or the Settlement Administrator as to the status of the implementation of procedures specified in the Order.

<u>Fees/Expenses/Service Payments</u>

Class Counsel quests $166,666.6 in attorney's fees, which is one-third of the $500,000 gross settlement amount. Class Counsel further requests:

- Legal expenses not to exceed $25,000,
- a Class Representative Service Payment of $7,500
- Administration Expenses Payment of $7,000
- PAGA Penalties in the amount of $20,000, 75 percent to be paid to the California Labor and Workforce Development Agency, and 25 percent to be paid to the Aggrieved Employees, as defined in the Settlement Agreement.

TENTATIVE RULING #1: APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, NOVEMBER 14, 2025, 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.

2.	**25CV1499**	**FIRST MERCURY INS. CO. v. ARCH INS. CO.**
Motion to Stay		

The "Underlying Action" in this case is 22CV1011, Shingle Springs Band of Miwok Indians Vs. Flintco Pacific, Inc et al, which involves a dispute over a construction project.

Plaintiff/First Mercury Insurance Co. ("FM") is Flintco Pacific 's insurer for the purposes of the Underlying Action and is providing Flintco Pacific's defense in that action.

As part of its defense of the Underlying Action, Plaintiff has negotiated settlements with some, but not all, of the other insurance companies that represent other defendants in the Underlying Action, including Colony and Traveler's Indemnity.

Plaintiff/FM filed a Complaint in June 3, 2025, requesting declaratory relief, equitable contribution and equitable indemnity, and naming Flintco Pacific, a Defendant in the Underlying Action, as a Defendant in this action. Plaintiff/FM additionally named seven insurance companies affiliated with other parties in the Underlying Action (*e.g.* construction subcontractors) as Defendants in this case.

The Second Cause of Action in Plaintiff/FM's Complaint is the only Cause of Action that is directed against Flintco. That Cause of Action seeks a judicial declaration that Plaintiff/FM does not have an obligation to defend and/or indemnify Flintco Pacific under the terms of an insurance policy that was issued to Flintco Pacific by Plaintiff/FM, which requires an interpretation of the written exclusions of the written policy. It also seeks a determination as to whether Flintco Pacific triggered an exclusion to the policy through its communications with its insurer.

Plaintiff/FM seeks the following relief:

1. Declaratory judgement
    a. that other named defendant insurance companies have a duty to defend Plaintiff/First Mercury against claims asserted against Flintco arising out of the scope of work of the defendant carriers' insureds and that the fees and costs associated with the defense of Flintco should be equitably apportioned;
    b. that Plaintiff/First Mercury has no obligation to defend or indemnify Flintco Pacific because (1) coverage is excluded by the continuous or progressive injury and damage ("CPI") exclusion of the subject policy, and (2) it was prejudiced by Flintco Pacific's breach of the Cooperation Clause in the subject policy (see Complaint at para. 42-46); *or in the alternative* that the other insurers also have a duty to indemnify Flintco Pacific in the Underlying Action.

Discussion

Defendant Flintco Pacific filed a Motion to stay these proceedings on August 12, 2025. Plaintiff/FM opposes the Motion.

> If the factual issues to be resolved in the declaratory relief action and in the underlying liability action do not overlap, then a stay is discretionary and "the trial court should consider the possibility of prejudice to *both* parties." . . . But if there are overlapping factual disputes, then a stay is mandatory. . . . Similarly, if discovery in the declaratory relief action is logically related to issues affecting liability in the underlying action, then the discovery must be stayed unless a confidentiality order would adequately protect the insured's interests.

Riddell, Inc. v. Superior Ct., 14 Cal. App. 5th 755, 771 (2017) (citations omitted).

Plaintiff/FM opposes the Motion for a stay of the proceedings because it argues that the instant action involves distinct facts and issues from those that are being litigated in the Underlying Action. Plaintiff/FM argues that the issues in this case (*e.g.* whether Flintco gave Plaintiff/FM timely notice of a tolling agreement that extended the statute of limitations of the claim asserted against it, and whether the policy's CPI exclusion affects coverage) have nothing to do with the Plaintiff's claims for construction defects against Flintco.

Flintco Pacific counters that interpretation of a written policy exclusion still requires factual determinations that are the same factual determinations that are at issue in the Underlying Action:

> The CPI exclusion purportedly applies to damage arising out of "property damage" if they first occurred prior to the policy, were in the process of occurring prior to the policy, or were caused by the "same condition(s) or defective conditions" that existed prior to the policy. . . . Therefore, FMIC would need to propound discovery and seek facts establishing that there was property damage, that said property damage took place prior to June 1, 2017, that said property damage was caused by a defective condition, and that defective condition existed prior to the inception date of the policy.

Flintco Pacific notes that the Underlying Plaintiff is also seeking to establish whether or not there is "property damage" and when the damage occurred, given that the Underlying Complaint alleges Flintco Pacific's knowledge and concealment of defects. *See, e.g.* Complaint, Shingle Springs Band of Miwok Indians Vs. Flintco Pacific, Inc et al (22CV1011), para. 20.

For example, the issue of the timing of property damage, Flintco Pacific argues, places Plaintiff/FM in a position of conflict of interest. If the instant action progresses concurrently with the Underlying Action Plaintiff/FM will have an interest in finding the damages are outside

of the policy period at the same time that it is supposed to be litigating in defense of Flintco Pacific's timing arguments in the Underlying Action. The issue of the timing of property damage is also foundational to statute of limitations issues implicated in the Underlying Action.

As to the alleged breach by Flintco Pacific of a Cooperation Clause in Plaintiff/FM's policy, Flintco Pacific argues that the insurance policy provisions cited as the basis for this claim require proof that the defense undertaken by the insurer was substantially prejudiced by the alleged conduct of the insured. United Services Automobile Assn. v. Martin, 120 Cal.App.3d 963 (1981). Flintco points out that this again involves foundational factual issues in the Underlying Action and requires the defense of the Underlying Action to play out before any prejudice to the insurer's defense can be assessed. The Court agrees: "Logically, the required showing of prejudice cannot be made while the main tort action is still pending, its outcome uncertain, and therefore declaratory relief against the injured persons at this stage is inappropriate." United Servs. Auto. Assn. v. Martin, 120 Cal. App. 3d at 966 (Ct. App. 1981).

Plaintiff/FM cites Montrose Chem. Corp. v. Superior Ct., 6 Cal. 4th 287 (1993) where it states that "when the coverage question is logically unrelated to the issues of consequence in the underlying case, the declaratory relief action may properly proceed to judgment." Montrose, 6 Cal. 4th at 302. In this case, however, the Court finds that the coverage questions presented in this action are logically related to issues of consequence in the Underlying Action.

Plaintiff/FM also seeks to bifurcate the issues raised in its Complaint as to those that are directed at other insurance companies and those that are directed at Flintco Pacific. However, as discussed above, this is a factually complicated case involving multiple entities with interconnected construction activities involved in a single construction project. The ruling on this Motion must apply to the entire action to accomplish the goal of a stay of proceedings: to avoid the confusion and inefficiency of multiple related actions, particularly when there is potential conflict of interest created with respect to the duty to defend, and a need to determine allocation of responsibility among multiple entities and their respective insurers over a single contested project. "To eliminate the risk of inconsistent factual determinations that could prejudice the insured, a stay of the declaratory relief action pending resolution of the third party suit is appropriate when the coverage question turns on facts to be litigated in the underlying action." Montrose at 301; *see also* GGIS Ins. Servs., Inc. v. Superior Ct., 168 Cal. App. 4th 1493, 1504 (2008) ("A coverage action should not proceed, however, if it may result in factual determinations that would prejudice the insured in the third party action.")

TENTATIVE RULING #2: DEFENDANT'S MOTION TO STAY THE PROCEEDINGS 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.	**23CV1890**	**MURATORI ET AL v. TURNER et al**
Status Hearing		

TENTATIVE RULING #3: APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, NOVEMBER 14, 2025, IN DEPARTMENT NINE.

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4.	**22CV0690**	**BROST ET AL. v. MARTINEZ**
Leave to File Second Amended Complaint		

The First Amended Complaint ("FAC") was filed on October 17, 2024. On August 12, 2025, Plaintiffs/Cross-Defendants ("Plaintiffs") filed a Motion for Leave to File a Second Amended Complaint and to add specified Defendants. The stated reasons for the proposed amendment are newly discovered evidence and the need to add causes of action for Conversion, Civil Conspiracy, Breach of Fiduciary Duty, Third Party Beneficiary Liability, and Estoppel based on that new evidence. Defendants are proposed to be added based on their participation in partnership and financing business relationships with the named Defendants.

On October 22, 2025, Plaintiffs filed the instant Amended Notice of Motion for Leave to File Second Amended Complaint ("SAC"), detailing the specific amendments proposed. The Motion is supported by the Declaration of Gregory P. Wayland, dated October 22, 2025. A redlined version of the proposed Second Amended Complaint ("SAC") is attached to this Declaration as Exhibit 1.

Requests for Judicial Notice

In support of the pending Motion, Plaintiffs request the Court to take judicial notice of the Separate Statement of Facts filed by Morrow and various other evidentiary documents attached to the pleadings of the parties to support their arguments.

In support of his Opposition, Morrow filed a Request for Judicial Notice of the Court's August 25, 2025, Order, granting Morrow's motion for summary judgment.

Judicial notice is a mechanism which allows the court to take into consideration matters which are presumed to be indisputably true. California Evidence Code Sections 451, 452, and 453 collectively govern the circumstances in which judicial notice of a matter may be taken. Evidence Code Section 452 lists matters of which the court may take judicial notice, including "records of (1) any court in this state or (2) any court of record of the United States." Evidence Code § 452(d). A trial court is required to take judicial notice of any matter listed in section 452 if a party requests it and gives the other party sufficient notice to prepare to meet the request. Evidence Code § 453. Accordingly, Morrow's request for judicial notice is granted.

However, "[w]hile the *existence* of a document, such as a document recorded in the official records of a government body, may be judicially noticeable, the truth of statements contained in the document and *their proper interpretation* are not subject to judicial notice. [Citation]." Tenet Healthsystem Desert, Inc. v. Blue Cross of California, 245 Cal. App. 4th 821 (2016) (emphasis original). Accordingly, while the Court takes notice of the documents in the case files, the Court declines to make findings as to the truth of the evidence that is proffered through those documents.

Brian Morrow

Brian Morrow ("Morrow") filed an Opposition to the Motion on October 31, 2025. Morrow argues that, because he has been dismissed as a Defendant from the case as a result of a prior summary judgment motion, the Court should condition approval of the amendment of the Complaint on the following changes to the SAC as proposed by Plaintiff:

- The removal of Brian Morrow's name from the caption because he was dismissed from the case by summary judgment;
- The removal of all references to The Reinvent Group, Inc. and Dynamite Real Estate Solutions, LLC as "Defendants" because neither is a party to the lawsuit;
- Clarification that any reference to, plural or singular, "defendant(s)" or "Defendant(s)" (in particular the Tenth and Twelfth causes of action "Against All Defendants) does not refer to Morrow, The Reinvent Group, Inc., or Dynamite Real Estate Solutions, LLC, given that they all currently appear as Defendants in the caption of the proposed SAC.

Machado and Side Opposition

In addition to the issues raised by Morrow's Opposition, Defendants Machado and Side, Inc. (collectively "Machado") filed an Opposition dated October 31, 2025. That Opposition references the history of the pleadings in this case, beginning with a 2023 Motion for Summary Judgment brought against the original Complaint, which resulted in the Court granting leave to amend and file the FAC.

The FAC was challenged by a second Motion for Summary Judgment filed on February 14, 2025. The result of that challenge was an Ex Parte Minute Order dated August 28, 2025, in which the court stated that the parties may brief the issue of whether it is "appropriate to deem the motion [for summary judgment] as a motion for judgment on the pleadings" as to the Fifth, Ninth and Eleventh Causes of Action., grant the motion, and grant Plaintiffs leave to amend."

Machado argues that it is improper for the Court to treat the summary judgment as a judgment on the pleadings because the motion was not predicated on defective pleadings, but rather on defective evidence. As such, Machado argues, the Plaintiffs should not be given an additional opportunity to reconfigure their Complaint by alleging newly discovered evidence, and summary judgment should be granted as to the Fifth, Ninth, and Eleventh causes of action without leave to amend.

Further, Machado's Opposition states that the Plaintiffs have unreasonably delayed in bringing this Motion, three years after the original Complaint was filed, and the delay is prejudicial to the Defendants.

Leave to Amend

Code of Civil Procedure § 473(a)(1) provides:

> The court may, in furtherance of justice, and on any terms as may be proper, allow a party to amend any pleading or proceeding by adding or striking out the name of any party, or by correcting a mistake in the name of a party, or a mistake in any other respect; and may, upon like terms, enlarge the time for answer or demurrer. The court may likewise, in its discretion, after notice to the adverse party, allow, upon any terms as may be just, an amendment to any pleading or proceeding in other particulars; and may upon like terms allow an answer to be made after the time limited by this code.

California Rules of Court, Rule 3.1324 ("Amended pleadings and amendments to pleadings") sets forth specific requirements for the contents of the motion requesting leave to amend pleadings:

(a) Contents of motion

A motion to amend a pleading before trial must:

(1) Include a copy of the proposed amendment or amended pleading, which must be serially numbered to differentiate it from previous pleadings or amendments;

(2) State what allegations in the previous pleading are proposed to be deleted, if any, and where, by page, paragraph, and line number, the deleted allegations are located; and

(3) State what allegations are proposed to be added to the previous pleading, if any, and where, by page, paragraph, and line number, the additional allegations are located.

(b) Supporting declaration

A separate declaration must accompany the motion and must specify:

(1) The effect of the amendment;

(2) Why the amendment is necessary and proper;

(3) When the facts giving rise to the amended allegations were discovered; and

(4) The reasons why the request for amendment was not made earlier.

(c) Form of amendment

The court may deem a motion to file an amendment to a pleading to be a motion to file an amended pleading and require the filing of the entire previous pleading with the approved amendments incorporated into it.

(d) Requirements for amendment to a pleading

An amendment to a pleading must not be made by alterations on the face of a pleading except by permission of the court. All alterations must be initialed by the court or the clerk.

The Motion at issue generally meets these requirements of the California Rules of Court.

There is a general policy in this state of great liberality in allowing amendment of pleadings at any stage of the litigation to allow cases to be decided on their merits. (Kittredge Sports Co. v. Superior Court (1989) 213 Cal.App.3d 1045, 1047.) The rule of great liberality is particularly

important where an amendment is sought to an answer. (Hulsey v. Koehler (1990) 218 Cal.App.3d 1150, 1159; Hyman v. Tarplee (1944) 64 Cal.App.2d 805, 813-814.) "…it is a rare case in which 'a court will be justified in refusing a party leave to amend his pleadings so that he may properly present his case.' (Citations omitted.) If the motion to amend is timely made and the granting of the motion will not prejudice the opposing party, it is error to refuse permission to amend and where the refusal also results in a party being deprived of the right to assert a meritorious cause of action or a meritorious defense, it is not only error but an abuse of discretion. (Citations omitted.)" (Morgan v. Superior Court (1959) 172 Cal.App.2d 527, 530.) "…absent a showing of prejudice to the adverse party, the rule of great liberality in allowing amendment of pleadings will prevail. (*Higgins v. Del Faro* (1981) 123 Cal.App.3d 558, 564, 176 Cal.Rptr. 704.)" (Board of Trustees of Leland Stanford Jr. University v. Superior Court (2007) 149 Cal.App.4th 1154, 1163.)

It is irrelevant that new legal theories are introduced in the proposed amended pleading as long as the proposed amendments relate to the same general set of facts in the pleading that will be superseded. (Kittredge Sports Co. v. Superior Court (1989) 213 Cal.App.3d 1045, 1048.)

Additional Defendants

Code of Civil Procedure § 474 provides:

> When the plaintiff is ignorant of the name of a defendant, he must state that fact in the complaint, or the affidavit if the action is commenced by affidavit, and such defendant may be designated in any pleading or proceeding by any name, and when his true name is discovered, the pleading or proceeding must be amended accordingly; . . . .

Plaintiff contends that the identity of these Defendants was not discovered until the June 3, 2025 deposition of Morrow. The motion to amend the Complaint was initially filed in August, 2025.

Having considered the arguments of the parties, the court finds good cause to grant leave to amend, including leave to amend as to remaining causes of action subject to Machado's MSJ. Upon reviewing the pleadings and the relevant case law, the court finds that it is appropriate to deem a motion for summary judgment or adjudication as a motion for judgment on the pleadings if there is a deficiency in the pleadings as opposed to a deficiency in the evidence. The court finds that, while the current complaint did not adequately embrace all the allegations raised in opposition to the motion for summary judgment at the August 15, 2025 hearing, sufficient evidence was presented to establish triable issues of material fact as to these allegations. This is specifically in regards to alleged failures to make disclosures and/or correct misrepresentations regarding the condition of the property. As such, the court uses its discretion to deem the motion for summary adjudication as to Fifth, Ninth, and Eleventh causes

of action as a motion for judgment on the pleadings. The court grants the motion for judgment on the pleadings with leave to amend within 30 days. Alternatively, Plaintiffs can use the current proposed amended complaint as their new complaint to fix the deficiency in the pleadings.

Additionally, the Court agrees with Morrow that the pleadings should be amended to remove the names of non-parties. The Court further finds that Plaintiff has alleged the discovery of new entities that have a legally cognizable relationship to the case and brought a motion to add those entities in a timely manner.

TENTATIVE RULING #4: ALL REQUESTS FOR JUDICIAL NOTICE ARE GRANTED. PLAINTIFF'S REQUEST FOR LEAVE TO AMEND PLEADINGS IS GRANTED FOR THE PURPOSE OF REMOVING THE NAMES OF NON-PARTIES FROM THE PLEADINGS. PLAINTIFF'S MOTION TO ADD ADDITIONAL DEFENDANTS IS GRANTED. THE COURT DEEMS MACHADO'S MOTION FOR SUMMARY ADJUDICATION AS TO FIFTH, NINTH, AND ELEVENTH CAUSES OF ACTION AS A MOTION FOR JUDGMENT ON THE PLEADINGS. THE COURT GRANTS THE MOTION FOR JUDGMENT ON THE PLEADINGS WITH LEAVE TO AMEND WITHIN 30 DAYS.

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

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5.	**24CV2747**	**DEMEYER v. PALASHEWSKI**
Motion to Quash / Motion to Strike First Amended Answer		

Defendant filed a Motion to quash service of the Summons and Complaint based on lack of personal jurisdiction; Plaintiff has filed a Motion to strike Defendant's Amended Answer.

Motion to Quash

Defendant argues that the Court lacks personal jurisdiction because she is a resident of Texas with no contacts with the State of California and because the facts underlying the Complaint did not occur in California. Plaintiff is a resident of California, and the Complaint alleges defamation, tortious interference with contract, tortious interference with prospective economic advantage, based on activity on Facebook.

Plaintiff counters that Defendant has waived this argument by personally appearing to file an Answer and attending a Case Management Conference, filing an Amended Answer, and participating in the arguments on a Motion to strike that Amended Answer.

"[I]t has long been the rule in California that a party waives any objection to the court's exercise of personal jurisdiction when the party makes a general appearance in the action." Roy v. Superior Ct., 127 Cal. App. 4th 337, 341 (2005). *See also,* 2 Witkin, Cal. Proc. 6th Jurisd § 214 (2025). When served with a Complaint, "[a] defendant or cross-defendant may make a motion under this section and simultaneously answer, demur, or move to strike the complaint or cross-complaint." Code of Civil Procedure § 418.10(e). "Failure to make a motion under this section at the time of filing a demurrer or motion to strike constitutes a waiver of the issues of lack of personal jurisdiction . . . [and] inconvenient forum." Code of Civil Procedure § 418.10(e)(3).

In Roy v. Superior Court, a defendant challenged jurisdiction after filing an Answer and participating in pre-trial procedures. Among the activities cited by the court in that case was participation in case management conferences. In this case, since the Defendant filed a 31-page Answer on January 10, 2025, she has additionally filed an application for a fee waiver, a general denial Judicial Council form, a case management conference statement, a notice of remote appearance, a "Corrected" Answer, a verified "Amended" Answer, several Declarations, a Cross-Complaint, and finally, this Motion to quash service. Further, Defendant has personally appeared in hearings held on April 22, 2025, June 13, 2025, July 11, 2025, and August 19, 2025, in short, every hearing that has been held in this case since the Complaint was filed.

> "A general appearance occurs when the defendant takes part in the action or in some manner recognizes the authority of the court to proceed." (*Dial 800 v. Fesbinder* (2004) 118 Cal.App.4th 32, 52, 12 Cal.Rptr.3d 711.) Such participation operates as consent to the court's exercise of jurisdiction in the proceeding. "Unlike jurisdiction of the subject matter ... jurisdiction of the person may be conferred by consent of the person,

> manifested in various ways" including a "general appearance." (2 Witkin, Cal. Proc. (5th ed. 2008) Jurisdiction, § 186, p. 794; see also *In Re Marriage of Fitzgerald & King* (1995) 39 Cal.App.4th 1419, 1426, 46 Cal.Rptr.2d 558 (*Fitzgerald*).) By generally appearing, a defendant relinquishes all objections based on lack of personal jurisdiction or defective process or service of process. (Code Civ. Proc. §§ 410.50(a), 418.10(e)(3); *In re Vanessa Q.* (2010) 187 Cal.App.4th 128, 135, 114 Cal.Rptr.3d 294.) A general appearance has these effects even if the defendant is unaware that a jurisdictional objection is available. (*Fireman's Fund Ins. Co. v. Sparks Const., Inc.* (2004) 114 Cal.App.4th 1135, 1145, 8 Cal.Rptr.3d 446.) Such an appearance is "equivalent to personal service within this state of the summons and a copy of the petition upon [the defendant]." (Cal. Rules of Court, rule 5.68(c).)

In re Marriage of Obrecht, 245 Cal. App. 4th 1, 7–8 (2016).

Motion to Strike

On September 22, 2025, Plaintiff filed a Motion to strike Defendant's June 16, 2025 First Amended Answer. Plaintiff's counsel has filed a Declaration stating that her attempts to meet and confer with Defendant on September 12, 2025, regarding the issues raised in the Motion were not successful.

Most recently, at a hearing held on July 11, 2025, the Court granted Plaintiff's Motion to strike Defendant's original Answer, filed on January 10, 2025. The Motion was granted, with leave to amend, because Defendant failed to verify the Answer as required by the fact that the Complaint was verified. Code of Civil Procedure § 446(a).

Following the July hearing, the pro per Defendant filed a new document, a "Declaration" using the Judicial Council form for a Declaration, and attached a collection of documents that are described in the Court's file as "General Denial and Answer **Corrected as per Judge's Request**". The Court understands this to be Defendant's Amended Answer, filed in response to the July 11, 2025, hearing. Plaintiff's instant Motion to strike references the June 16, 2025, "Amended Verified Answer to Complaint" which was filed following the June 13, 2025, hearing where the Court granted Plaintiff's Motion to strike Defendant's original, January 10, 2025, Answer.

In short, Defendant's original January 10, 2025, Answer was stricken on June 13, 2025. The June 16, 2025, Answer was stricken with leave to amend on July 11, 2025, and the Court is currently considering the July 21, 2025, "General Denial and Answer **Corrected as per Judge's Request**" (hereafter "Amended Answer").

Defendant's July 21, 2025, Answer, included an unsigned verification page, and an unsigned "Answer Contract and Motions" attachment. However, the filing's first page is a signed

Judicial Council "Declaration" form (MC-030) that attests under penalty of perjury that "see all attached" is true and correct. The attachments include the documents that collectively make up Defendant's "Amended Answer". The Court finds that this is sufficient verification of the documents attached to the Declaration as Defendant's Amended Answer.

Plaintiff further argues that specific elements of the Amended Answer are improper and should be stricken. Specifically, Plaintiff takes issue with the following:

1. A General Denial ("Answer Contract and Motions" at 1, para. 1), which should not be included in an Answer responding to a verified Complaint. Code of Civil Procedure § 431.30(d);
2. A previously stricken, unverified Answer, which is attached to and included as part of the Amended Answer. However, as the Court notes above, the sworn statement covering the attachments making up the Defendant's July 21, 2025 Amended Answer cures the previous defect of failure of verification.
3. Plaintiff argues, without citing authority, that correspondence between Defendant and Plaintiff's counsel and between Defendant and an attorney are improper to include and should be stricken.
4. Plaintiff requests the Court to strike Motions included within the Amended Answer, including "Motion to Dismiss and Anti-Slapp Motion" and "Motion to Dismiss for Lack of Personal Jurisdiction and Improper Venue."

Code of Civil Procedure §436 provides:

> The court may, upon a motion made pursuant to Section 435, or at any time in its discretion, and upon terms it deems proper:
> (a) Strikeout any irrelevant, false, or improper matter inserted in any pleading.
> (b) Strike out 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.

Per Code of Civil Procedure § 431.030(d), an Answer to a verified Complaint cannot contain a general denial.

Accordingly, the Court grants Plaintiff's Motion to Strike the following passages from the Amended Answer:

1. "Answer Contract" attachment page 1, paragraph 1 ("General Denial");
2. "Answer Contract" attachment page 1-2, paragraph 2 ("Objection to Jurisdiction and Venue Motion to Change Venue to Correct Jurisdiction");
3. "Answer Contract" attachment page 2, paragraph 3 ("Motion for Demurrer");
4. "Answer Contract" attachment page 6, paragraph A ("Prayer or Relief").

TENTATIVE RULING #5: DEFENDANT'S MOTION TO QUASH IS DENIED. PLAINTIFF'S MOTION TO STRIKE IS GRANTED AS TO "ANSWER CONTRACT" ATTACHMENT TO AMENDED ANSWER PARAGRAPHS 1, 2, 3, AND PRAYER FOR RELIEF PARAGRAPH A.

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.	**24CV2106**	**BAZEMORE v. BYC ENTERPRISES**
Motion to Deposit Bonds / Exoneration of Bond / Dismissal		

This is a factually complicated case involving multiple parties arising from a construction project on Plaintiff's property.

On September 20, 2024, Plaintiff filed this action against BYC Enterprises, LLC, Jarrod J. Zehner, individually, North River Insurance Company ("North River"), and American Contractors Indemnity Company, alleging causes of action for conversion, rescission, money had, fraud/concealment, unfair competition in violation of Business and Professions Code Sections 17200, et seq., and claim for forfeiture of surety bonds. BCL disputes Plaintiff's claim on the Bond. Defendant North River seeks to deposit $25,000 in bond funds to allow the Court to determine its proper distribution. North River seeks an order dismissing it from Plaintiff's Complaint and discharging it from further liability upon deposit of the $25,000 bond funds pursuant to California Code of Civil Procedure §386.5.

On November 6, 2025, North River filed a Notice of Non-Opposition to the Motion, after the deadline for filing any opposition passed on October 31, 2025.

Pursuant to Code of Civil Procedure §§ 386 and 386.5, North River requests an Order from the Court as follows:

> (1) Allowing North River to deposit $25,000 with Court from a Contractor's Bond issued by North River to Defendant/Cross-Defendant/Cross-Complainant Backyard Custom Landscaping "to be distributed to whichever parties my establish their rights thereto";
>
> (2) Upon deposit of the bond funds, "exonerating and restraining any further legal action against said Bond and from all further liability involving the rights and obligations of the parties to this action arising out of said Bond No. 04-CF627601 issued by North River to BCL and fully and forever discharging North River from any and all liability, whether known or unknown, arising from Bond No. 04-CF627601 issued in favor of BCL"; and
>
> (3) Dismissing North River from the Complaint with prejudice.

TENTATIVE RULING #6: ABSENT OBJECTION THE MOTION IS GRANTED AS REQUESTED.

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

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LONG CAUSE HEARINGS MUST BE REQUESTED BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED AND THE PARTIES ARE TO PROVIDE THE COURT WITH THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. LONG CAUSE ORAL ARGUMENT REQUESTS WILL BE SET FOR HEARING ON ONE OF THE THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. THE COURT WILL ADVISE THE PARTIES OF THE LONG CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. PARTIES MAY PERSONALLY APPEAR AT THE HEARING.

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7.	**24CV2927**	**RICHMOND v. GVD RENOVATIONS, INC.**
Motion to be Relieved as Counsel		

Counsel for the Defendants has filed a motion to be relieved as counsel pursuant to Code of Civil Procedure § 284(2) and California Rules of Court, Rule 3.1362.

A declaration on Judicial Council Form MC-052 accompanies the motion, as required by California Rules of Court, Rule 3.1362, stating that a breakdown in attorney client relationship has rendered attorneys unable to continue with representation.

Code of Civil Procedure § 284(2) and California Rules of Court, Rule 3.1362 allow an attorney to withdraw after notice to the client. Proof of service of the motion on the Defendants at their last known address and on counsel for Plaintiff was filed on date.

No hearing dates are currently scheduled for the case.

TENTATIVE RULING #7: ABSENT OBJECTION, THE MOTION IS GRANTED. COUNSEL IS DIRECTED TO SERVE A COPY OF THE SIGNED ORDER (FORM MC-053) ON THE CLIENT AND ALL PARTIES THAT HAVE APPEARED IN THE CASE IN ACCORDANCE WITH CALIFORNIA RULES OF COURT, RULE 3.1362(e).

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

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8.	**24CV0344**	**MORRIS V. MATAGRANO**
Motion to be Relieved as Counsel/ Review Hearing – Terminating Sanction		

Motion to Withdraw

At the hearing held on September 12, 2025, the Court noted that the application to withdraw lacked a proof of service, and that the proposed Order had to be amended and re-filed to list the dates of upcoming hearings, as required by California Rules of Court, Rule 3.1362(e). There have been no new filings since the September 12, 2025, hearing on this issue.

Although the passage of time has mooted the deficiency in the proposed Order (there are currently no future hearings scheduled), there is still no proof of service on file for the withdrawal Motion.

Sanctions

Following a hearing on April 18, 2025, the Court granted the Defendant's motion to compel discovery responses and awarded $1,495 in sanctions against Plaintiff, due by June 20, 2025.

Following the hearing held on August 1, 2025, the Court denied Defendant's Motion for terminating sanctions against Plaintiff because the Defendant had not demonstrated a history of abuse by the Plaintiff that would justify the drastic measure of terminating sanctions (Code of Civil Procedure § 2030.290(c)) and instead set the case for a hearing on issue sanctions on September 12, 2025. At the September 12, 2025 hearing, the court granted issue sanctions, effectively preventing Plaintiff to present evidence on any issues in the case. The court set the present motion for terminating sanctions on November 14, 2025.

Plaintiff has not filed any opposition to the motion. The court finds good cause to grant terminating sanctions and to dismiss the case.

TENTATIVE RULING #8: THE COURT GRANTS THE MOTION FOR TERMINATING SANCTIONS AND DISMISSES THE CASE. THE COURT DENIES THE MOTION TO BE RELIEVED AS COUNSEL FOR LACK OF SERVICE.

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.	23CV1125	STATE FARM MUTUAL AUTOMOBILE INS. CO. V. REGLA
Change of Venue		

Defendant filed this unopposed Motion for change of venue to San Joaquin County. The Motion alleges that both the Plaintiff and Defendant reside in San Joaquin County, the motor vehicle collision underlying the action occurred in San Joaquin County, witnesses to the incident are in San Joaquin County and that there is no basis for venue in El Dorado County.

Defendant's counsel attempted to resolve the issue informally by contacting Plaintiff on September 19, 2025, and requesting a stipulation to transfer of venue but Defendant did not respond.

Code of Civil Procedure § 395(a) provides that "the superior court in 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 of Civil Procedure § 397 provides, in pertinent part:

The court may, on motion, change the place of trial in the following cases:

(a) When the court designated in the complaint is not the proper court.

* * *

(c) When the convenience of witnesses and the ends of justice would be promoted by the change.

* * *

There are two indications in the record that there is a nexus to El Dorado County. The first is the unsupported recital in Paragraph 4 of the Complaint: "Plaintiff alleges that the defendants, or some of them, reside and / or have a principle [sic] place of business in the above-cited Judicial District." The second is a Declaration filed by Plaintiff ("Declaration re Venue" signed by Plaintiff's counsel and dated July 6, 2023) which states that: "The venue for this matter is the Superior Court of California, County of El Dorado, located at 3321 Cameron Park Dr, Cameron Park, CA 95682, because defendant's principal place of business and agent for service of process is located in said county and said judicial district." However, Defendant is an individual, not a business. Her residence at all times before and since the motor vehicle collision has been in San Joaquin County. Declaration of Robin Regla, dated September 30, 2025, para. 4.

TENTATIVE RULING #9: ABSENT OBJECTION, THE MOTION IS GRANTED AS REQUESTED.

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.	**24CV0108**	**DIGUIRCO v. MARSHALL MEDICAL CENTER et al**
Status Conference		

TENTATIVE RULING #10: APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, NOVEMBER 14, 2025, 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.

11.	**23CV0396**	**RICH V. GLADIOLUS HOLDINGS, LLC**
Final Approval Hearing		

TENTATIVE RULING #11: SEE ITEM NO. 1, RICH V. GLADIOLUS HOLDINGS, LLC (23CV0824), ABOVE.

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