Tentative Rulings and Resolution Review Hearings
September 9, 2024
Department 63 (formerly Department 8)

This Court does not follow the procedures described in Rules of Court, Rule 3.1308(a). Tentative rulings appear on the calendar outside the court department on the date of the hearing, pursuant to California Rule of Court, Rule 3.1308(b)(1). As a courtesy to counsel, the court also posts tentative rulings no less than 12 hours in advance of the time set for hearing. The rulings are posted on the court's website (www.shasta.courts.ca.gov) and are available by clicking on the "Tentative Rulings" link. A party is not required to give notice to the Court or other parties of intent to appear to present argument.

Per Local Rule 5.13, telephonic appearances through CourtCall (888-882-6878; courtcall.com) are generally permitted on the Law & Motion and Resolution Review calendars and can be made without leave of Court.

****

8:30 a.m. – Law & Motion

****

CRUM VS. NORTHERN VALLEY CATHOLIC SOCIAL SERVICES, INC
Case Number: CVCV21-0196541
Tentative Ruling on Hearing on Compliance for PAGA Settlement: This case was brought pursuant to the Private Attorneys General Act (PAGA) by Plaintiff Matthew Crum. Plaintiff and Defendant Northern Valley Catholic Social Services, Inc. reached a settlement that was approved by the Court on July 24, 2023. Today is the date set for a compliance hearing. However, the Court notes that the class data was not provided to the settlement administrator until May 23-28, 2024, and a decision was not made regarding which option under the escalator clause would be utilized until July 18, 2024. This resulted in a check disbursement date of July 25, 2024. The check cashing deadline is not until January 21, 2025. The matter is therefore continued to **Monday, March, 17, 2025 at 8:30 a.m. in Department 63** for a hearing on compliance. At least ten court days prior to the hearing, the Court expects Plaintiff to provide evidence that checks were mailed to aggrieved employees, the number of checks that went uncashed, how uncashed checks were handled, that attorney fees and costs have been paid, that the settlement administrator was paid, and that the LWDA received and cashed the check for the LWDA portion of the settlement. **No appearance is necessary on today's calendar.**

IN RE J.G. WENTWORTH ORIGINATIONS, LLC
Case Number: 24CV-0205608
Tentative Ruling on Petition for Approval for Transfer of Payment Rights: Petitioner J.G. Wentworth Originations, LLC seeks an order approving transfer of payment rights pursuant to California Insurance Code § 10134 et seq. Real Party in Interest/Transferor Ellen Taylor has agreed to transfer 60 monthly payments of $2,057.40 each, beginning on January 1, 2040, and ending on December 1, 2044, in exchange for $20,000.

The matter is not properly noticed. Cal. Ins. Code § 10139.5(f)(2) requires notice of the proposed transfer and the application for its authorization must be served on all interested parties not less than 20 days prior to the scheduled hearing. The statute further requires that a copy of the current petition, proposed transfer agreement and disclosure form, annuity contract, and other documents be served along with the notice. Cal. Ins. Code § 10134(g) provides that "Interested parties" means, with respect to a structured settlement agreement, the payee, the payee's attorney, any beneficiary irrevocably designated under the annuity contract to receive payments following the payee's death, the annuity issuer, the structured settlement obligor, and any other party who has continuing rights or obligations under the structured settlement agreement. If the designated beneficiary is a minor, the beneficiary's parent or guardian shall be an interested party.

Here, Petitioner has failed to timely serve the required documents on all interested parties. The "Amended Proof of Service of Verified Petition et al.," and the Proof of Service attached to the Notice of Errata, filed on September 5, 2024, were not executed by the individual who served the documents. Additionally, both indicate a service date of September 3, 2024, for a September 9, 2024, hearing date, which is not timely. The Proof of Service attached to Amended Exhibit A (California Purchase Contract) and the Declaration of Payee, also indicate a service date of September 4, 2024, and the service list attached to each includes ambiguous handwritten additions which make it unclear who was served.

Additionally, the Court notes that both the Petition and the Declaration of Payee refer to Exhibit D (original structured settlement agreement) and Exhibit E (statement of professional representation). Neither of these documents were filed with the Court. Therefore, the Court will continue this matter to **Monday, October 14, 2024, at 8:30 a.m. in Department 63** to permit Petitioner to cure the defects noted above. **No appearance is necessary on today's calendar.**

PORTFOLIO RECOVERY ASSOCIATES, LLC VS. BURNETT
Case Number: 23CVG-00680
Tentative Ruling on Motion to Compel Arbitration: This collections case was filed July 21, 2023. The amount in controversy is $2,627.92, which is the purported account balance from an Amazon Credit Card Account opened by Defendant Carin Burnett. Plaintiff Portfolio Recovery Associates asserts the credit card account was purchased by Plaintiff. No Opposition has been filed.

Notice. The proof of service does not indicate a Notice of Hearing was served along with the Motion to Compel as required by California Rules of Court Rule 3.1112. No Notice of Hearing was filed with the Court.

Existence of Agreement. CCP § 1281.2 requires the Court to grant a petition to compel arbitration where it determines that an agreement to arbitrate the controversy exists. The court makes this determination in a summary process. (See CCP § 1290.2.) "[T]he trial court sits as a trier of fact, weighing all the affidavits, declarations, and other documentary evidence, as well as oral testimony received at the court's discretion, to reach a final determination." *Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal. 4th 951, 972. The burden of persuasion is always on the moving party to prove the existence of an arbitration agreement with the opposing party by a preponderance of the evidence: "Because the existence of the agreement is a statutory prerequisite to granting the [motion or] petition, the [party seeking arbitration] bears the burden of proving its existence by a preponderance of the evidence." *Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal. 4th 394, 413. *Gamboa v. Ne. Cmty. Clinic* (2021) 72 Cal. App. 5th 158, 164–65. The moving party "can meet its initial burden by attaching to the [motion or] petition a copy of the arbitration agreement purporting to bear the [opposing party's] signature." *Bannister v. Marinidence Opco, LLC* (2021) 64 Cal. App. 5th 541.

Here, Defendant has attached three pages to her unverified Motion to Compel Arbitration. These three pages do include a provision regarding arbitration. These pages provided do not state the identities of the parties to the agreement, nor the date it was entered. No context has been provided by way of verified declaration or other admissible evidence. Defendant's Motion states that the arbitration agreement was attached to the Complaint. However, upon review of the file, the Court does not have any record of an arbitration agreement either attached to the Complaint or otherwise. Defendant has failed to produce prima facie evidence of a written agreement to arbitrate this controversy. The Motion is **DENIED** without prejudice. No proposed order has been lodged as required by Local Rule 5.17(D). Defendant shall prepare the order.

The Court notes that trial in this matter is scheduled for September 16, 2024. An appearance by both parties is necessary on today's calendar to discuss the trial date. As the motion was denied without prejudice, the Court is inclined to continue the trial date to allow time for Defendant to file an appropriately noticed and supported Motion to Compel Arbitration should Defendant intend to do so.

ROBINSON, ET AL. VS. COUNTY OF SHASTA
Case Number: CVCV20-0195757
Tentative Ruling on Motion for Determination that Plaintiffs are the Prevailing Party and for Costs and Attorney's Fees: Plaintiffs Michael Robinson and Christina Robinson seek a determination by the Court that they are the prevailing party and entitled to costs. They also seek an award of attorney's fees in the amount of $640,304.75 pursuant to CCP § 1021.5, the private attorney general statute.

Prevailing Party: Pursuant to CCP § 1032, the party prevailing in most civil cases may recover costs of suit in any action or proceeding. See CCP § 1032(b); *Santisas v. Goodin* (1998) 17 Cal.4th 599, 606. As a preliminary matter, the Court must determine which party is the "prevailing party" entitled to costs. CCP § 1032 defines "prevailing party as

> "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. If any party recovers other than monetary relief and in *situations other than as specified*, the "prevailing party" shall be as determined by the court, and under those circumstances, the court, in its discretion, may allow costs or not and, if allowed, may apportion costs between the parties on the same or adverse sides pursuant to rules adopted under Section 1034." *Emphasis added.*

Plaintiffs alleges this one of the situations "other than as specified" and that the Court has discretion to determine the "prevailing party." The Court agrees with this assessment. In determining the prevailing party, the Court focuses on "whether the party succeeded at a practical level by realizing its litigation objections and the action yielded the primary relief sought in the case." *Friends of Spring St. v. Nevada City* (2019) 33 Cal.App.5th 1092, 1104. Plaintiffs' assert they are the prevailing party because they realized their litigation objection; specifically, "to be able to rebuild the house their family had occupied for more than sixty years before it was destroyed by the Carr Fire." No evidence has been provided that post-judgment that the Plaintiffs are now able to rebuild their home in the same location. Putting aside the lack of evidence, the Plaintiffs' complaint sought to quiet title to the entirety of the easement. The complaint was filed on September 3, 2020. Three years later, at the time of trial in October 2023, Plaintiff conceded that the Defendant did in fact have the easement. Given the lack of evidence, Plaintiffs' concession and the Court's ultimate finding the Defendant always had the easement, the Court finds that Plaintiff did not realize its litigation objective to quiet title to the entire easement area. The Court further finds that Plaintiffs are not the prevailing party pursuant to CCP § 1032 and are therefore not entitled to their costs.

Private Attorney General and Attorney's Fees: CCP § 1021.5 provides that upon motion, a court may award attorneys' fees to a successful party in an action which has resulted in the enforcement of an important right. Based on the above analysis, the Court finds that the Plaintiff simply was not successful in their action. Putting aside the fact that Plaintiffs' goal was to eliminate the easement, which was for the benefit of the public, they have failed to establish a benefit to the general public. Plaintiffs argue that Defendants now have an easement and the obligation to maintain the easement. However, Defendants always had the easement and always had an obligation to maintain the easement. Defendant's obligations before the litigation and after the litigation are the same. Further, Plaintiffs have provided no evidence that Defendant has better fulfilled its obligations as a result of the litigation. Plaintiff has failed to establish an entitlement to attorney's fees under CCP § 1021.5.

The motion is **DENIED**. Defendant shall prepare the order.

Tentative Ruling on Motion to Tax Costs: Defendant County of Shasta moves to tax in its entirety the Memorandum of Costs filed by Plaintiffs Michael Robinson and Christina Robinson. Defendant contends that Plaintiffs are not the prevailing party and are therefore not entitled to an award of costs. The Court notes that this motion raises the same issue as Plaintiffs' separately filed motion seeking a determination that they are the prevailing parties. In this ruling, the Court incorporates by reference the portion of the ruling labeled "Prevailing Party" in the ruling on Plaintiffs' motion to be deemed the prevailing party. Based on that ruling, the Court finds that the Plaintiffs are not the prevailing party and are not entitled to an award of costs.

The motion is **GRANTED**. Defendant shall prepare the order.

SALTSMAN, JR., VS. HEADRICK LOGGING INC., ET AL.
Case Number: CVPO21-0198364
Tentative Ruling on Motion to Contest Good Faith Settlement: Defendants/Cross-Defendants Campbell Global, LLC and TC&I Shasta, LLC (collectively Campbell) filed an Application for Good Faith Settlement Determination on July 24, 2024. On August 12, 2024, Defendant/Cross-Complainant Headrick Logging, Inc. (Headrick) filed a Motion to Contest Good Faith Settlement. The motion is opposed by Campbell. Plaintiff Cory Saltsman, Jr. has not filed an Opposition. Procedurally, this matter is not currently set for trial and Campbell's Motion for Summary Judgment has been noticed for September 16, 2024.

As a preliminary matter, the Court did not review the disc submitted by Campbell which is purported to be a voicemail left by Tony Gamio (Campbell's Exhibit I). Local Court policy directs staff to avoid use of USB drives, given the possible I.T. security issues created by doing so, especially in light of the recent attacks on computer infrastructures in other California courts. The Court notes that the offer of proof regarding what the disc contains does lead the Court to the conclusion that it would be particularly relevant to a determination on this motion. Additionally, Campbell could have provided a transcript of the purported voice mail message and elected not to do so.

"Any party to an action in which it is alleged that two or more parties are joint tortfeasors or co-obligors on a contract debt shall be entitled to a hearing on the issue of the good faith of a settlement entered into by the plaintiff or other claimant and one or more alleged tortfeasors or co-obligors." CCP § 877.6(a)(1). In this matter, Campbell filed the Application and Headrick filed the motion with the waiting period prescribed in CCP § 877.6(a)(2). "A determination by the court that the settlement was made in good faith shall bar any other joint tortfeasor or co-obligor from any further claims against the settling tortfeasor or co-obligor for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault." CCP § 877.6(c). The party asserting the lack of good faith shall have the burden of proof on that issue" meaning that Headrick bears the burden of proof on the allegation that the settlement was not reached in good faith. CCP § 877.6(d).

The California Supreme Court case of *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal. 3d 488 provides that "the intent and policies underlying [Code of Civil Procedure] section 877.6 require that a number of factors be taken into account" when evaluating whether a settlement between a plaintiff and joint tortfeasor is in good faith, including (1) a rough approximation of plaintiffs' total recovery and the settlor's proportionate liability; (2) the settlement amount, (3) allocation of the settlement proceeds among multiple plaintiffs, if applicable; (4) recognition that a settlor should pay less in settlement than he would if he were found liable after a trial; (5) the financial conditions and insurance policy limits of settling defendants; and "the existence of collusion, fraud, or tortious conduct aimed to injure the interests of nonsettling defendants." *Id.* at 499. Practical considerations also require that such evaluation "be made on the basis of information available at the time of settlement." *Ibid.* The standard for such an evaluation as applied by the *Tech-Bilt* Court is that the settlement amount must not be grossly disproportionate to what a reasonable person would estimate the settling defendant's liability to be at the time of settlement. *Id. at 500.*

When applying for a good faith determination, there is no requirement that the initial application contain "a complete factual background in reference to the several factors which must be considered by the trial court under *Tech-Bilt* . . . [including] affidavits and declarations." *City of Grand Terrace v. Superior Court* (1987) 192 Cal. App. 3d 1251, 1258. If nonsettling defendants do not oppose the motion on the good faith issue, a "barebones motion which sets forth the ground of good faith, accompanied by a declaration which sets forth a brief background of the case, is sufficient." *Id.* at 1261. Headrick has opposed the Application.

"In any action for personal injury, property damage, or wrongful death, based upon principles of comparative fault, the liability of each defendant for non-economic damages shall be several only and shall not be joint. Each defendant shall be liable only for the amount of non-economic damages allocated to that defendant in direct proportion to that defendant's percentage of fault, and a separate judgment shall be rendered against that defendant for that amount." Civ. Code § 1431.2. This statute, enacted via voter initiative as Proposition 51, changed California law to prevent plaintiffs from keeping "deep pockets" in a case when there is little or no basis for finding them at fault. Civ. Code § 1431.1. Thus, when a defendant entitled to the full benefit of Proposition 51 settles, he or she is resolving, with respect to noneconomic damages, only his or her own share of those damages. *Schrieber v. Lee* (2020) 47 Cal. App. 5th 745.

The proposed settlement in this matter is $50,000. Campbell has maintained since the case was filed that they have zero liability and will only offer a nominal amount. They initially offered $5,000 but increased this to $50,000 as a best and final offer following global mediation. Plaintiff estimates a jury verdict of $20,000,000 and has requested $2,000,000 and $3,000,000 at various stages of the proceedings. Campbell asserts that the proposed settlement is being made in good faith as the continued costs of litigation continue to be accrued on a weekly basis and because expert discovery and IMEs are likely to occur shortly. Campbell also argues that they are likely to prevail on their motion for summary judgment. Headrick argues that $50,000 is not within the ballpark of an appropriate settlement, that the settlement was not reached in good faith, and that the motion for summary judgment should be denied, which would keep Campbell in the case.

The basis of the motion for summary judgment is the *Privette* doctrine with Campbell arguing that it applies and Headrick arguing that the *Hooker* exception applies. Under *Hooker vs. Department of Trans.* (2002) 27 Cal. 4th 198, the hirer may be liable where it exercises retained control over any part of the contractor's work in such a manner that affirmatively contributes to the worker's injuries. Here, the allegation is that Campbell amended the Timber Harvest Plan to allow snags less than 8-12" to remain. This change occurred at the request of Plaintiff's employer. The Court notes that the change to the Timber Harvest Plan did not require that these snags remain, but allowed discretion of when remove such snags. Thus, while Campbell amended the Timber Harvest Plan, it was not an exercise of control over the contractor's work, the discretion remained with the contractor. Additionally, for the *Hooker* exception to apply, the asserted control must have affirmatively contributed to Plaintiff's injuries. Here, the snag that injured Plaintiff was not a snag affected by the change to the Timber Harvest Plan as it was in a tree, not in the ground. Additionally, it does not appear that the ground snags that remained caused the lack of visibility or escape, rather these were both impeded because the area where the incident occurred has not been skidded. Thus, Campbell's argument that they bear zero liability in this matter is strong. The Court notes that the burden in a motion for summary judgment is must less than in a jury trial. Even if the motion for summary judgment is denied for there being a triable issue of material fact, Plaintiff would still have to prove Campbell's liability at a jury trial.

The Court has considered each of the factors set forth in *Tech-Bilt* as well as the Proposition 51 considerations. The Court has considered the arguments made by both parties regarding possible recovery by Plaintiff and Campbells proportionate liability. The Court notes that Campbell has an insurance policy with a very high limit of $30,000,000. The Court has also considered that there is no evidence of collusion, fraud, or tortious conduct aimed to injure the interest of nonsettling defendants. The Court finds that a settlement of $50,000 is "within the ballpark" when considering the likelihood that Campbell may owe nothing after a jury trial. Additionally, the

Court notes provision 5.2 of the settlement agreement provides that the parties should bear all attorney's fees and costs. Thus, a jury verdict for Campbell could result in Plaintiff being responsible to pay a significant amount in costs. It therefore appears to be in Plaintiff's best interest to settle for $50,000 with a waiver of costs.

The Court will not address the possible settlement between Campbell and California Insurance Company as that is not properly before the Court and details regarding that possible settlement are not clear. The Court finds that continuing the matter to allow further briefing or discovery is not necessary and would not be in the interest of justice.

The motion is **DENIED**. The Court finds the settlement between Plaintiff and Campbell to have been reached in good faith and approves the settlement. Headrick submitted a proposed Order on the motion and Campbell submitted a proposed Order on the Application. Both will be modified to reflect the Court's ruling.

WILSON VS. FASOLI
Case Number: 23CV-0201520
Tentative Ruling on Motion to Extend Time to Respond to Discovery and for a Protective Order: Plaintiff Jason Wilson moves for a protective order that would grant an unspecified extension of time for Plaintiff to respond to discovery propounded by Defendant Kristine Fasoli. The motion is opposed.

Meet and Confer. A motion for a protective order shall be accompanied by a meet and confer declaration under CCP § 2016.040. CCP §§ 2030.090(a) and 2031.060. "A meet and confer declaration in support of a motion shall state facts showing a reasonable and good faith attempt at an informal resolution of each issue presented by the motion." CCP § 2016.040. The declaration filed by Plaintiff in this matter does not address any efforts to meet and confer prior to filing the motion. The Court notes that in the Reply, Plaintiff argues that efforts to meet and confer were futile, but this does not negate Plaintiff's obligation to comply with the Code of Civil Procedure when brining the motion. The Court finds that Plaintiff did not provide any evidence of meet and confer efforts in the moving papers.

Merits. A party may move for a protective order under CCP § 2030.090(a) for interrogatories, CCP § 2033.080 for requests for admissions, and CCP § 2031.060 for requests for production. A motion for a protective order as to each of the types of discovery requires the same standard: that the moving party show good cause. Thus, the burden is on the moving party to establish good cause. The CCP provides that the Court may make any order that justice requires to protect any party from unwarranted annoyance, embarrassment, or oppression, or undue burden and expense. One of the options available to the Court is to extend the time to respond to the discovery, which is what Plaintiff requests here.

The Notice only addresses interrogatories and does not specify the time for the extension being requested. There is no separate motion, so the Court can only assume that the Notice and the motion are one in the same. Counsel declared that the 181 Special Interrogatories were oppressive and burdensome, but did not provide any explanation as to how long it would take to respond to the Special Interrogatories or how they are oppressive. Counsel did not assert that the Request for Production or Requests for Admissions were oppressive or burdensome. The declaration does not mention Form Interrogatories.

The conclusory statement that responding to 181 Special Interrogatories is oppressive and burdensome does not amount to good cause. Counsel provided evidence that during the 30-day period in which to respond to discovery, "there was a massive fire, threatening [his] family home which resulted in the immediate evacuation of [his] brother and [his] parents (sic) belongings." *Williams Decl.* ¶ 11. While the Court is sympathetic to this situation, insufficient detail was provided. It is unclear when during the 30-day period this occurred or how (or if) counsel assisted his brother and parents. No connection has been made between not completing discovery as required and the fire. Plaintiff did not provide evidence of any work that has been done to comply with his discovery

obligations and has not provided a timeframe for when he may be able to comply. The content of the discovery is not addressed, only the volume.

The Court finds that Plaintiff has not established the good cause required to obtain a protective order. Therefore, the motion is **DENIED.**

With respect to Form and Special Interrogatories and Requests for Admissions, "[i]f the motion for a protective order is denied in whole or in part, the court may order that the party provide or permit the discovery against which protection was sought on terms and conditions that are just." CCP §§ 2030.090(c) and 2033.080(c). With respect to Request for Production, "[i]f the motion for a protective order is denied in whole or in part, the court may order that the party to whom the demand was directed provide or permit the discovery against which protection was sought on terms and conditions that are just." CCP § 2031.060(g).

Based on the arguments presented by both counsel, the Court finds the following terms to be just:

- Plaintiff is ordered to provide code complaint verified responses to Special Interrogatories, Set One, Requests for Admissions, Set One and Request for Production, Set One withing 14 days of the hearing on the motion.
- Objections are <u>not</u> waived.

<u>Sanctions</u>. Sanctions are mandatory against a party who unsuccessfully makes a motion for a protective order unless the Court finds that the party acted with substantial justification or other circumstances make the imposition of the sanction unjust. CCP §§ 2030.090(d), 2033.080(d), and 2031.060(h). The Court finds that sanctions are warranted in this circumstance, however, the Court finds the $390 hourly rate requested by Defendant to be unreasonable. The Court approves the 6.2 hours requested by Defendant but at an hourly rate of $300 for a total of $1,860.

In summary, the motion is **DENIED**. Plaintiff is ordered to comply with the terms listed above. Sanctions are awarded to Defendant in the amount of $1,860. Plaintiff provided a proposed Order that will be modified to reflect the Court's ruling.

****

9:00 a.m. – Review Hearings

****

ANDREINI, ET AL VS. LEGARRA, ET AL
Case Number: CVCV22-0198912

This matter is on calendar to reset dates for Mandatory Settlement Conference and Trial. The Court notes that a Motion to be Relieved as Counsel has been filed by Defendant Mark Legarra's counsel. The motion is noticed for September 23, 2024. The matter is continued to **<u>Monday, September 23, 2024 at 9:00 a.m. in Department 63</u>** for status of counsel and to reset dates. **No appearance is necessary on today's calendar.**

GIBB VS. HAWTHORNE HYDROPONICS LLC, ET AL.
Case Number: 23CV-0203285

This matter is on calendar for review regarding trial setting. The Court designates this matter as a Plan II case and intends to set the matter for trial no later than March 18, 2025. Defendants have posted jury fees but Plaintiff has not. Plaintiff is granted 10 days leave to post jury fees. A failure to post jury fees in that time will be deemed a waiver of the right to a jury. The parties are ordered to meet and confer prior to the hearing regarding proposed dates for trial. **An appearance is necessary on today's calendar.**

HODGES VS. DEPARTMENT OF MOTOR VEHICLES
Case Number: 24CV-0205561
This matter is on calendar for review regarding status of the writ. The Court has reviewed the statements filed by both parties. The Court requests an update from Respondent regarding the status of the administrative record and the timeline for when it may be lodged. The parties are ordered to meet and confer prior to the hearing regarding a proposed briefing schedule and hearing date. **An appearance is necessary on today's calendar.**

KUHN, ET AL. VS. DIGNITY HEALTH, ET AL.
Case Number: 23CV-0203118
This matter is on calendar for review regarding status of service, status of responsive pleadings or default, and if appropriate, trial setting. The Court notes that nothing has been filed since the last hearing on July 8, 2024 despite the Court including in the tentative ruling an order that Plaintiff get the matter at issue by today's hearing. **An appearance is necessary on today's hearing. Absent good cause, the Court intends to issue an Order to Show Cause Re: Monetary Sanctions for failure to timely serve, failure to timely prosecute and failure to comply with the Court's Order dated July 8, 2024.**

MANGELS VS. RANDELL, ET AL.
Case Number: 23CV-0203674
This matter is on calendar for review regarding trial setting. The Court designates this matter as a Plan II case and intends on setting the matter for trial no later than May 13, 2025. Neither party has posted jury fees. The parties are granted 10 days leave to post jury fees. A failure to post jury fees in that time will be deemed a waiver of the right to a jury. The parties are ordered to meet and confer prior to the hearing regarding proposed dates for trial. **An appearance is necessary on today's calendar.**

SMITH VS. PLOTKIN
Case Number: 23CV-0202603
This matter is on calendar for review regarding trial setting. The Court designates this matter as a Plan III case and intends on setting the matter for trial no later than April 9, 2025. Neither party has posted jury fees. The parties are granted 10 days leave to post jury fees. A failure to post jury fees in that time will be deemed a waiver of the right to a jury. The parties are ordered to meet and confer prior to the hearing regarding proposed dates for trial. **An appearance is necessary on today's calendar.**

VOGES VS. HOUSER
Case Number: 22CV-0200010
This matter is on calendar for review regarding status of judgment/dismissal. This is the third time the matter has been on calendar for the same purpose since Notice of Settlement (Conditional) was filed on February 7, 2024. Due to the Notice of Settlement, the Court remove this matter from the Court's control. Plaintiff is ordered to dismiss the matter no later than February 1, 2025. **No appearance is necessary on today's calendar.**

WOODWARD VS. FELTSEN, ET AL.
Case Number: 23CV-0202971
This matter is on calendar for review regarding trial setting. The Court designates this matter as a Plan III case and intends on setting the matter for trial no later than February 6, 2025. Neither party has posted jury fees. The parties are granted 10 days leave to post jury fees. A failure to post jury fees in that time will be deemed a waiver of the right to a jury. The parties are ordered to meet and confer prior to the hearing regarding proposed dates for trial. **An appearance is necessary on today's calendar.**