

# **Tentative Rulings**

## **Law & Motion and Family Law Calendar for October 10, 2018**

Department Two

**To request a hearing on any matter on this calendar, you must call the Court at 530-283-6305 by 12:00 noon, October 5, 2018. Notice of the intention to appear must also be given to all other parties. If the clerk is not notified of a party's intention to appear, there will be no hearing and the tentative ruling becomes the order of the court.**

**If you appear and want the matter reported by a court reporter in unlimited civil, family law or probate, you must contract with and provide your own court reporter. The Court does not provide an official reporter for these calendars.**

### **Probate – 9:00 a.m.**

#### **Case No. PR18-00051 Conservatorship of Blevins**

Tentative Ruling: **Appearance required.** The Court has not received the investigator's report.

#### **Case No. PR18-00045 Estate of Daniel**

Tentative Ruling: **Approved. No appearance required.** The Court finds that notice has been given as required by law. The Petition for Probate is approved and the Court will sign the proposed Order for Probate.

#### **Case No. PR18-00019 Estate of Nyhart**

Tentative Ruling: **Appearance required.** This case was continued to this date for a Status Conference. Mr. Heaslett has filed a Status Conference Statement and requested the matter be continued to October 23, 2018 for further Status Conference. Counsel for John Nyhart can appear by CourtCall and the Court will discuss the status of the filing of an Amended Petition for Probate and Inventory and Appraisal by counsel and continuing the matter to October 23, 2018 for filing of those pleadings.

#### **Case No. PR18-00047 Estate of Ramoz**

Tentative Ruling: **Approved. No appearance required.** The Court finds that notice has been given as required by law. The Petition for Probate is approved and the Court will sign the proposed Order for Probate.

#### **Case No. PR12-00016 Guardianship of Beltran**

Tentative Ruling: **No appearance is required.** The Court has received and reviewed the Confidential Guardianship Status Report and the Court finds it is in the minor's best interests to continue the guardianship. The Court will set the next annual review hearing for October 14, 2019, at 9:00 a.m. The clerk of the Court is reminded to send notice to the guardian one month prior to this date, informing the guardian of the duty to file a confidential status report prior to the review hearing.

**Case No. PR06-6328 Guardianship of Michaud**

Tentative Ruling: **No appearance required.** The Court has not received the Confidential Guardianship Status Report and orders the review hearing be continued to November 14, 2018, at 9:00 a.m. Notice of this Order is to be sent to the guardians and they are to be personally present on that date.

**Case No. PR16-00030 Guardianship of Rhodes**

Tentative Ruling: **No appearance required.** The Court has not received the Confidential Guardianship Status Report and orders the review hearing be continued to November 14, 2018, at 9:00 a.m. Notice of this Order is to be sent to the guardians and they are to be personally present on that date.

**Case No. PR14-00057 Guardianship of Taylor**

Tentative Ruling: **Appearance required.** The Court has not received the updated Risk Assessment from Dr. Bliss-Williams. The Court would request input as to the completion date of that assessment and will continue the hearing to a date when it will be received. Counsel can appear by CourtCall.

**Case No. PR18-00013 Matter of Walter W. Methner Trust**

Tentative Ruling: **Appearance required.** The Court has read and reviewed the September 11, 2018, letter of Debra Ozanich. The Court will be conducting the hearing to confirm the proposed sale.

**Case No. PR11-00004 Conservatorship of Groulx**

Tentative Ruling: **Appearance required.** The Court has not received the investigator's report.

**Civil – 9:30 a.m.**

**Case No. CV16-00139 Zube vs. Leonard's Market**

Tentative Ruling: The motion of defendants Northwest Supermarket Holdings, Inc. and Sierra Village Markets, LLC ("Defendants") for summary judgment as to the First Amended Complaint of Robert Zube and Charlene Zube ("Plaintiffs") is granted as to Northwest Supermarket Holdings, Inc. and denied as to Sierra Village Markets, LLC, as set forth below. Plaintiffs' objections to Defendants' evidence are ruled upon as follows: Overruled 1, 2, 3, and 4. Any additional objections that may be stated by Plaintiffs in their response to Defendants' separate statement of material facts are not ruled upon because the separate statement is not evidence, and objection must be properly asserted in a separate writing. (Cal. Rules of Ct., Rules

3.1352(1), 3.1354(b).) Defendants' objections to Plaintiffs' evidence are ruled upon as follows: Overruled 1, 2, 3, 4, 5, and 6 (Use of the original answer and amended answer is appropriate because motion for summary judgment is trial as referenced in Code of Civil Procedure section 2030.310. See, *Ahn v. Kumho Tire U.S.A., Inc.* (2014) 223 Cal. App. 4th 133; *Perry v. Bakewell Hawthorne LLC* (2017) 2 Cal. 5th 536 [Expert testimony inadmissible on summary judgment due to failure to disclose under Discovery Act, because testimony would be excluded at trial.]). Defendants request to correct the error in UMF 24 is allowed.

Defendants move for summary judgment upon the following grounds: (1) Plaintiffs cannot produce admissible evidence that plaintiff Robert Zube fell in the parking lot of Leonard's Market as a result of stepping in or on a pothole; and (2) as to defendant Northwest Supermarket Holdings, Inc. ("Northwest") Plaintiffs cannot produce any admissible evidence that Northwest has any ownership, possession or control over the property where the incident occurred or that Northwest has any responsibility or liability of any kind for the subject property. To the extent Charlene Zube's consortium claim is dependent upon the survival of Mr. Zube's claims, Defendants contend that her claims fail with his.

When a defendant moves for summary judgment, it has the burden of showing either that one or more elements of the plaintiffs' causes of action, even if not separately pleaded, cannot be established, or there is a complete defense to each cause of action. (Code Civ. Proc. § 437c(p)(2).) If a defendant does so, it has met its burden of showing that the action has no merit. (*Green v. Ralee Engineering Co.* (1998) 19 Cal. 4th 66, 72.) Conversely, failure to meet that initial burden on each cause of action is fatal to the motion for summary judgment. The moving defendant bears the burden of proving the absence of any triable issue of material fact even though the plaintiff has the burden of proof as to that particular issue at trial. The defendant, however, need only demonstrate the absence of a triable issue of material fact as to those bases of liability the plaintiff has pleaded. (*Soria v. Univision Radio Los Angeles, Inc.* (2016) 5 Cal. App. 5th 570, 585.) When a defendant moves for summary judgment in a situation in which the plaintiff would have the burden of proof at trial by a preponderance of the evidence, the defendant may, but need not, present evidence that conclusively negates an element of the plaintiff's cause of action. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal. 4th 826, 853; *Chavez v. Glock, Inc.* (2012) 207 Cal. App. 4th 1283, 1301.) Alternatively, the defendant may instead present evidence to show that one or more elements of the cause of action cannot be established by the plaintiff. (*Chavez v. Glock, Inc.* (2012) 207 Cal. App. 4th 1283, 1301.) A defendant has shown that the plaintiff cannot establish at least one element of the cause of action by showing that the plaintiff does not possess, and cannot reasonably obtain, needed evidence. The defendant must show that the plaintiff does not possess needed evidence, because otherwise the plaintiff might be able to establish the elements of the cause of action; the defendant must also show that the plaintiff cannot reasonably obtain needed evidence, because the plaintiff must be allowed a reasonable opportunity to oppose the motion. (*Aguilar v. Atlantic Richfield Co., supra*, 25 Cal. 4th at 854; *Chavez v. Glock, Inc., supra*, 207 Cal. App. 4th at 1301–1302.) Thus, a defendant may satisfy the initial burden to show an absence of evidence through admissions by the plaintiff following extensive discovery to the effect that plaintiff has discovered nothing or through discovery responses that are factually devoid. (*Chavez v. Glock, Inc., supra*, 207 Cal. App. 4th at 1302.)

The opposing party has no burden to present opposing evidence when the moving party fails to meet the initial burden. (*Weber v. John Crane, Inc.* (2006) 143 Cal. App. 4th 1433, 1442.) Although a plaintiff who has pleaded several causes of action based on the same set of facts need only sustain its burden on one theory to prevail at trial, a defendant who seeks summary judgment must define all of the theories alleged in the complaint and challenge each factually. A defendant as the moving party has the burden to show it is entitled to judgment on all theories of liability asserted by the plaintiff. (*Lopez v. Superior Court* (1996) 45 Cal. App. 4th 705, 713-714, 717.) A defendant must make an affirmative showing. A defendant, although not

required to conclusively negate an element in the plaintiff's case, must produce direct or circumstantial evidence that the plaintiff does not possess, and cannot reasonably expect to obtain, a prima facie case. When the defendant makes such a showing, the burden of production to make a prima facie case shifts to the plaintiff. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal. 4th 826, 853-855.) A defendant must do more than merely point out that there is an absence of evidence and must produce affirmative evidence to show that the plaintiff cannot establish a prima facie case. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal. 4th 826, 854; see *Scheidig v. Dinwiddie Construction Co.* (1999) 69 Cal. App. 4th 64, 81.)

Once the moving party presents evidence sufficient to sustain judgment in its favor, the burden then shifts to the opposing party to show that a triable issue of one or more material facts exists as to each cause of action. (Code Civ. Proc. § 437c(p)(1), (2); see *Aguilar v. Atlantic Richfield Co.*, *supra*, 25 Cal. 4th 826, 850.) If the opposing party does so as to one cause of action, the motion for summary judgment fails.

In determining whether the parties have met their respective burdens of proof, courts construe the declarations of the moving party strictly, resolving any doubts in the opposing party's favor. (*Miller v. Bechtel Corp.* (1983) 33 Cal. 3d 868, 874; *Cortez v. Vogt* (1997) 52 Cal. App. 4th 917, 925-926; see also *Salazar v. Southern Cal. Gas Co.* (1997) 54 Cal. App. 4th 1370, 1376 [moving party's papers strictly construed, accepting as fact only those portions not contradicted by opposing papers].) By contrast, courts construe the affidavits or declarations of the opposing party liberally, resolving any doubts in favor of the party opposing the motion. (*Id.*, see also *Brown v. FSR Brokerage, Inc.* (1998) 62 Cal. App. 4th 766, 773 [papers in opposition construed more liberally; doubts resolved against granting motion].)

The following facts are taken from both the moving and opposing papers. Asserted disputed issues of fact are noted where appropriate.

Plaintiff Robert Zube ("Plaintiff") alleges that on April 21, 2016 between noon and 1:00 p.m. he fell on the asphalt parking lot of Leonard's Market in Portola as a result of a pothole in the parking lot. (Undisputed Material Fact - hereinafter "UMF"- No. 1; Plaintiffs' Additional Facts (AMDF No. 58.) Plaintiff Charlene Zube makes a loss of consortium claim only against all defendants based solely on the injuries and damages suffered by her husband, Mr. Zube. (UMF No.2.)

Plaintiffs allege that Defendants Leonard's Market GP, Sierra Village Markets, LLC (hereinafter "Sierra Village"), and Northwest Supermarket Holdings, Inc. (hereinafter "Northwest"), negligently, carelessly, and/or recklessly and/or unlawfully designed, built, owned, maintained, controlled, managed, operated and/or covenanted to maintain or manage the premises where the incident occurred. (UMF No.3.) Plaintiffs allege that all Defendants negligently owned, maintained, managed and operated the premises where the incident occurred. (UMF No. 4) Plaintiffs also allege that all Defendants willfully or maliciously failed to guard or warn against a dangerous condition, use, structure, or activity. (UMF No.5.) Defendants contend that Sierra Village operated Leonard's Market at the time of the incident and leased the property upon which the market sat, including the parking lot, from Defendant Leonard's Market GP. (UMF No.6.) Defendant Leonard's Market GP owned the property, including the parking lot, at Leonard's Market at the time of the incident and was the landlord to Sierra Village. (UMF No.7.)

Defendants present evidence to the effect that Northwest has never had any interest or connection to Leonard's Market; has never owned, possessed or had any control over the property of upon which Leonard's Market sits, including the parking lot. Northwest did not employ any persons who worked at Leonard's Market. (UMF No. 8.) Plaintiffs dispute these factual assertions citing Northwest's original Responses to Form Interrogatories 12.4 and 12.7, and Northwest's Amended Responses to Form Interrogatories 12.4 and 12.7. Mr. Zube had been shopping at Leonard's Market for 5 years prior to the incident, going to Leonard's Market three times a month on average. (UMF No. 10.) Plaintiffs' object to this

factual statement on the ground that Mr. Zube testified that he had been shopping at the market for “approximately” 5 years prior to the incident. On the day of the incident, Mr. Zube parked his vehicle in the area he normally parked and approximately 60 feet from the store entrance. The incident occurred approximately 20-30 feet on his walk from his car to the store entrance. (UMF No. 11.)

On the day of the incident, there was nothing about the outside environment that in any way affected Plaintiff Robert Zube's ability to see anything; he cannot recall there being anything that caused him to not be able to adequately see where he was going. (UMF No. 12.) At the time of the incident, Mr. Zube was wearing his glasses and he could see everything clearly. (UMF No. 13.) At the time of the incident, Mr. Zube was looking towards the store entrance and a car that was coming towards him slowly from his right. (UMF No. 14.) As he was walking from his car to the store entrance - a path he had walked a number of times – Mr. Zube did not see anything that caused him any concern about the path he was taking to the entrance, e.g., he did not see any areas that were darker or lighter than the rest of the parking lot, or anything about the coloration of any particular area that was different to him from the parking lot as a whole. (UMF No. 15.) Plaintiff does not recall the weather on the day of the incident but knows there was no snow on the ground. He does not recall whether there were any wet spots on the ground in the parking lot - he would only be "guessing." (UMF No. 16.)

Plaintiff was wearing his cowboy boots at the time of the incident. (UMF No. 17.) Mr. Zube believes he tripped with his right foot. (UMF No. 18; AMDF No. 31.) The sensation Mr. Zube felt at the time of the incident was that he "went down like a ton of bricks" and he "didn't even know what happened." (UMF No. 19; ADMF No. 32.) He does not know if he lost consciousness as a result of the incident. (UMF No. 20.) He fell onto his right side; he does not recall if he rolled onto his stomach or back before getting up. (UMF No. 21; ADMF No. 34.) The first thing Mr. Zube did after the fall while he was still on the ground was that he looked at the car that was probably 20 feet away from him and coming towards him, so he got up and picked up his glasses and hat and got out of the way of the car and then walked into the market. (UMF No. 22; ADMF No. 33.) He does not know how long he was on the ground after he fell but it was not very long because of the car that was coming towards him. (UMF No. 23.) Defendants contend that while Mr. Zube was on the ground he saw a pothole and he "figured" that was what caused him to fall. (UMF No. 24.) Plaintiffs object to the characterization and statement of this fact on the ground that it misrepresents Mr. Zube's full testimony. Plaintiffs note that Defendants' cited evidence excludes Mr. Zube's full adjacent testimony "That's what I stepped in." (R. Zube Depo. p. 73:21.)

Defendants contend that Mr. Zube does not recall where the pothole he saw as he was on the ground in relation to where he was. (UMF No. 25.) And, while Mr. Zube recalls the pothole was near him, he does not even recall if it was at his feet or at his head. (UMF No. 26.) In dispute of Defendants' representation of this evidence, Plaintiffs assert that after he fell, Mr. Zube "was right next to the pothole. He looked at it briefly and noted that was a pothole, he had just stepped in. That's why I went to the clerk. Plaintiff got up and picked up his hat and glasses and got out of the way of that car that was coming by. Then plaintiff walked into the store." (ADMF 40. R. Zube Depo., pages 37:24-38: 74:8-25 (Plaintiffs' Exhibit "4")). Mr. Zube went into the store, told the clerk that he fell into a pot hole in the parking lot, and took her outside to show her the pothole. Mr. Zube pointed out the pothole and told the clerk "Somebody is going to really get hurt in that." The clerk told him that she would tell the manager. (ADMF No. 41.)

Prior to falling, Mr. Zube did not have any sensation that something changed in the surface of the parking lot. (UMF No. 27.) Plaintiffs agree with this fact, but add that Mr. Zube further testified that "No, It just happened – just happened too quick. Just bang, I was down." (R. Zube Depo., p. 74:6-7.) He did not roll or injure his ankle in the incident. Within two weeks of the incident, neither of his ankles had become swollen or discolored in any way; he did not

have a sore ankle; nothing that would indicate to him he strained or sprained his ankle. (UMF No. 28.)

In his responses to Defendants' requests for production of documents, Mr. Zube produced a photograph of the pothole he claims he fell in. (UMF No. 29.) However, Defendants contend that when at his deposition he was shown the same photograph of the pothole that he produced in discovery as depicting the cause of his fall, Plaintiff could not say that was the pothole he claimed caused his fall; instead testifying "I- I believe it's in this neighborhood. Whether it's the exact pothole or not, I couldn't tell you, but it's in the neighborhood of the area because I had parked out here" [to the right-hand side of the picture]. (UMF No. 30.) Plaintiffs object and dispute the completeness of this fact as well. Plaintiffs provide Mr. Zube's related testimony where he identified a pothole in a picture marked as Exhibit "1" and said "That looks like the pothole I fell in." (R. Zube Depo. pp. 30:24-31:11.) Plaintiffs also cite later testimony where Defendants' counsel shows Mr. Zube the picture of the pothole in Exhibit 1, and asks "is this the pothole that you have circled today in Exhibit 1 the pothole you tripped in - Answer - "Yes." Question - "at Leonard's Market? Answer - "Yes." Question - Okay. Answer - I think that's the one --- oh, I did circle it there." (R. Zube Depo. p. 187:8-18; ADMF No. 49.)

Ms Altamirano, an employee at Leonard's Market in early 2016 said there was a big pothole in the parking lot, that she would either trip over it or shopping carts would get stuck in. The big pothole is the one identified by Mr. Zube at his deposition in Exhibit 1. She is aware that others have tripped in the hole as well. (ADMF No. 51, 52, 53, 54, 55.) She was the clerk that rang up Mr. Zube's purchases on April 21, 2016. (ADMF No. 60.)

Plaintiff never had any falls at Leonard's Market at any time other than the fall he claims occurred in the pothole in the parking lot on the day of the incident. This includes both inside or outside the market. (UMF No. 31.)

Plaintiffs filed a separate statement of additional material disputed facts ("AMDF"), providing the following facts to the record on the motion which have not been cited above. A Commercial Lease exists between Leonard's Market GP ("Leonard GP") and Sierra Village Markets, LLC. Leonard is the landlord and Sierra Village is the tenant. (AMDF No. 1.) The term of the Commercial Lease runs from February 28, 2014 through February 28, 2019. (AMDF No. 4) The lease includes the market building and parking lot. (AMDF No. 5) In this respect, Plaintiffs contends that Northwest leases the premises of Leonard's Market and its employees are on the premises every day. (AMDF No. 6, citing Northwest's Response to Form Interrogatory 12.7(a), P's Exhibit 7.) Sierra Village "took possession of the property on February 4, 2014. (AMDF No. 8)

Plaintiffs also contend that Sierra Vista is Northwest's agent. (AMDF No. 30.) Stephen Clifton is the principal for Leonard GP. (AMDF No. 2) Pamela Garcia (Garcia") is the principal for Sierra Village and Northwest. (AMDF No.3) Neither Mr. Clifton nor Ms. Garcia inspected the property's parking lot prior to Sierra Village taking possession of the property. (AMDF No. 9)

Plaintiffs contend that James Webb is a manager of Leonard's Market hired by Sierra Village and Northwest. (AMDF Nos. 7, 19) Mr. Webb "is the agent of Defendant" Northwest. (AMDF No. 29.) He became manager on October 14, 2014. (AMDF No. 14) Ms. Garcia was his boss in April 2016. (AMDF No. 15) Ms. Garcia relied upon Mr. Webb to inform her if the parking lot required repair. (AMDF No. 16, 20.) Mr. Webb never informed Ms. Garcia that the parking lot required repair, and he never inspected the parking lot prior to April 21, 2016. (AMDF Nos. 17-18.) Mr. Webb admits that he was responsible for maintaining the premises including the parking lot, but that did not include repairing pot holes and he does not know who had that duty. (AMDF Nos. 21, 22, 23, 24, 25.)

Mr. Clifton understood that Leonard GP was not responsible for maintaining or repairing the parking lot. (AMDF No. 10) Ms. Garcia understood that Sierra Village was only responsible for striping and sealing the parking lot, and that Leonard GP was responsible for repairing

potholes. (AMDF No. 11, 12.) Ms. Garcia had no process in place for notifying Leonard GP that the parking lot required repair. (AMDF No. 13.)

**There Is A Disputed Issue of Material Fact As To Whether Mr. Zube Fell Because Of The Identified Pothole.**

Defendants contend that the Plaintiffs have no evidence that Mr. Zube's fall was caused by the identified pothole. To the contrary, Mr. Zube testified under penalty of perjury that he stepped in the identified pothole, that it caused him to fall to the ground, and that he brought a store clerk out to the parking lot and identified the pothole that he claimed to have stepped and caused him to fall.

At his deposition, Defendants' counsel showed Mr. Zube the picture of the pothole in Exhibit 1, and asked "is this the pothole that you have circled today in Exhibit 1 the pothole you tripped in – Answer – "Yes." Question – "at Leonard's Market? Answer – "Yes." Question – Okay. Answer – I think that's the one --- oh, I did circle it there." (R. Zube Depo. p. 187:8-18; ADMF No. 49.) This testimony is more than sufficient to create a triable issue of material fact as to whether Mr. Zube stepped in the identified pothole and it was a substantial factor in causing him to fall.

The motion for summary judgment as to Defendant Sierra Village Markets LLC is denied.

**There Is No Genuine Issue Of Disputed Material Fact As To Whether Northwest Has Any Legal Relationship To The Subject Property, Agency Relationship With Sierra Village, Or Employment Relationship With Mr. Webb.**

Northwest presents definitive unequivocal evidence through the testimony of Ms. Garcia given March 9, 2018, establishing that Northwest has never had any interest or connection to Leonard's Market; has never owned, possessed or had any control over the property of upon which Leonard's Market sits, including the parking lot, and that Northwest did not employ any persons who worked at Leonard's Market. (UMF No. 8.)

Despite Ms. Garcia's testimony, Plaintiffs rely upon Northwest's initial responses to form interrogatory 12.4(d) and 12.7 executed October 18, 2017, to contend that Northwest leases the subject property, employs the store manager, and has an agency relationship with Sierra Village as to the operation of Leonard's Market. Specifically, in form interrogatory 12.4(d), Northwest was asked to provide the name and contact information of any individual who took photographs or the like of any place or matter concerning Mr. Zube's fall. Northwest responded "Jim Webb, **defendant's** store manager. (Plaintiffs' Exhibit 7, emphasis added.) In form interrogatory No. 12.7, Northwest was asked to identify any individual acting on its behalf who "inspected the scene of the incident." In response, Northwest stated "Defendant leases the premises and its employees are on the premises every day." (Id.)

These responses do not identify the specific defendant referenced in the responses. Northwest and Sierra Village are both defendants jointly represented by the same counsel. Northwest has since amended these responses as of June 27, 2018, to clarify that the "defendant" identified in these responses was Sierra Village. (Plaintiffs' Exhibit 8.)

Although the Plaintiffs' evidence is to be liberally construed, it is not reasonable to construe these two ambiguous interrogatory responses as Plaintiffs request in the face of Ms. Garcia's detailed testimony expressly disavowing any relationship between Northwest and the property, people or entities that are the subject matter of this action.

Defendant Northwest's motion for summary judgment is granted. Northwest shall prepare the court's formal order.

**Family Law – 10:00 a.m.**

**Case No. FL18-00128 North vs. Roberts**

Tentative Ruling: **Appearance required.** This case is set for Case Management Conference and the Court will be discussing the status.

## **Family Law – 10:30 a.m.**

### **Case No. FS09-00084 County of Plumas vs. Hopkins**

Tentative Ruling: **Appearance required.** The Court will discuss the status regarding the child and the Mother.

### **Case No. FL16-00112 Crump vs. Crump**

Tentative Ruling: **Appearance required.** The Court will discuss the status of mediation.

### **Case No. FL18-00049 England vs. Biggers**

Tentative Ruling: **Appearance required.** Petitioner has filed a request for temporary spousal support and Respondent has filed a response. The Court will discuss the Request. The case is also on calendar for a Case Management Conference and the Court will discuss status of the case.

### **Case No. FL18-00178 Fleuras vs. Ashley**

Tentative Ruling: **Appearance required.** No proof of service of the Request for Order on the Respondent has been filed and no response to the Request has been filed.

### **Case No. FL12-00038 Harper vs. Harper**

Tentative Ruling: **Appearance required.** Respondent Kevin Harper has been served with the Order to Show Cause re: Contempt and ordered to appear. Petitioner Carole Harper may appear by CourtCall.

### **Case No. FL17-00173 Henderson vs. Henderson**

Tentative Ruling: **Appearance required.** The Court has not received the signed mediation agreement. If the mediation agreement has been submitted with a proposed Order, the Court will vacate this hearing and the parties do not have to appear.

### **Case No. FL17-00145 Hultberg vs. Hultberg**

Tentative Ruling: **Appearance required.** Each party has filed a Request for Order to modify visitation. The Court will discuss if mediation has occurred and if mediation has been unsuccessful, the matter will be set for a contested hearing. The Court will not grant any order requested by a party or will not set a contested hearing for a party who has not attended mediation.

### **Case No. FL18-00165 Rushing vs. Rushing**

Tentative Ruling: **Appearance required.** The Court will discuss the Petitioner's failure to pay his filing fee.

## **CASE MANAGEMENT CONFERENCE TENTATIVE RULINGS**

### **Case No. FL18-00112 In re Marriage of Hull**

Tentative Ruling: **Appearance required.** The Court will discuss the status of the case at the Case Management Conference.

### **Case No. FL18-00111 In re Marriage of McDowell**

Tentative Ruling: **Appearance required.** The Court will discuss the status of the case at the Case Management Conference.

### **Case No. LC18-00064 Capital One Bank vs. Preskitt**

Tentative Ruling: **Appearance required.** The Court notes the Plaintiff has been unable to complete service on any defendant nor obtained an order for publication. Pursuant to Rule of Court 3.740(d), the Court will issue an order to show cause why reasonable monetary sanctions should not be imposed or the case dismissed.

### **Case No. LC18-00083 Cavalry SPV vs. Felker**

Tentative Ruling: **No appearance required. This matter is continued to April 8, 2019, at 1:30 p.m. for Case Management Conference.** The assigned Judge Prouty will discuss that he cannot hear any issues in this case other than for ministerial and calendaring purposes based upon his relationship with the Defendant in community activities. The Court notes this is a collections case. Pursuant to Rule of Court 3.740(f), this matter will be continued for further Case Management Conference to April 8, 2019, at 1:30 p.m., and also pursuant to Rule of Court 3.740(f), Plaintiff is to obtain a default judgment by that date or the Court must issue an order to show cause why monetary sanctions shall not be imposed.

### **Case No. FL17-00083 Cokor vs. Cokor**

Tentative Ruling: **Appearance required.** This matter is on for sentencing on the August 15, 2018, Order re: Contempt.

### **Case No. FL16-00017 Ford vs. Ford**

Tentative Ruling: **Appearance required.** This matter is set for hearing on the OSC re: Contempt filed on May 23, 2018, and will discuss the Order for Mediation issued by the Court of Appeal.

### **Case No. CV18-00060 Neff vs. Neff**

Tentative Ruling: **Appearance required.** The Court will discuss the status of service on defendants.

**Case No. FL18-00107 Sigle vs. Sigle**

Tentative Ruling: **Appearance required.** The Court will discuss the status of the case.

**Case No. LC17-000183 Altamirano vs. the Residence Club at Natomas**

Tentative Ruling: **Appearance required.** The Court will discuss the status of the settlement and entry of Judgment.

**Case No. CV16-00130 Howard vs. Conn**

Tentative Ruling: **No appearance required.** The case is specially set for the hearing on the sale of the real property on October 16, 2018, at 9 a.m. The review hearing previously set for October 10<sup>th</sup> is vacated.

**Case No. LC17-00180 Manzo vs. The Residence Club at Natomas**

Tentative Ruling: **Appearance required.** The Court will discuss the status of the settlement and entry of Judgment.

**Case No. FL14-00136 Wolf vs. Wolf**

Tentative Ruling: **Appearance required.** The Court will discuss the results of mediation.