

Tentative Rulings for June 23, 2016
Departments 402, 403, 501, 502, 503

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).)

11CECG03485 *Castro et al. v. Centex Homes et al. and related cross-actions*
(Dept. 402)

16CECG00866 *California Department of Motor Vehicles v. Anter Grewal*
(Dept. 402)

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

14CECG00707 *Hull v. City of Fresno et al.* both motions are continued to Thursday, June 30, 2016, at 3:30 p.m. in Dept. 501.

15CECG02967 *Valley Children's Hospital v. Moua* [Hearing on motion for stay and for sealing of records is continued to June 29, 2016 at 3:30 p.m. in Dept. 503]

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 402

(5)

Tentative Ruling

Re: **Palmer v. MTC Financial Inc. dba Trustee Corps et al.**
Superior Court Case No. 16 CECG 00946

Hearing Date: June 23, 2016 (**Dept. 402**)

Motion: Demurrer by MTC Financial, Inc.

Tentative Ruling:

To grant the Defendant's request for judicial notice but only as to the fact that the documents were recorded. See *Poseidon Development, Inc. v. Woodland Estates, LLC*.

To strike the Complaint sua sponte pursuant to CCP § 436 with leave to amend. An amended complaint in **strict conformity** with the ruling is to be filed within 15 days of notice of the ruling. Notice runs from the date that the Minute Order is served plus five days for service via mail. [CCP § 436]

Explanation:

Chain Pleading

The Complaint consists of **223** paragraphs. Notably, the first **120** paragraphs consist of "Allegations Common to all Defendants" and "Title Documents at Issue." These allegations are set forth prior to the pleading of the first cause of action. Then, these 120 paragraphs are incorporated into each of the causes of action, like a "chain letter". See ¶¶ 121, 137, 156, 185, 196, and 213. This type of pleading has been criticized for creating ambiguity and redundancy. See *International Billing Services, Inc. v. Emigh* (2000) 84 Cal.App.4th 1175, 1179 and *Uhrich v. State Farm Fire & Cas. Co.* (2003) 109 Cal.App.4th 598, 605. **More egregiously**, in essence, it asks the Court to "pick and choose" the facts comprising the elements of the various causes of action from the "Statement of Facts" and "plug" these facts into the corresponding causes of action. This is improper.

California Rules of Court Pleading Requirements

Each cause of action must be numbered separately and its nature stated (e.g., "First Cause of Action for Fraud"). In addition, where there is more than one plaintiff or defendant, the names of the plaintiffs asserting the particular cause of action and the defendants against whom the cause of action is asserted must appear (e.g., "by Plaintiffs Jones and Smith against all Defendants"; or "by all Plaintiffs against Defendant

Smith"). [CRC 2.112] Here, all causes of action fails to identify which plaintiff is asserting these causes of action. The fourth cause of action for unfair business practices fails to identify the names of the Defendants against which it is brought.

Pleading the Elements of Each Cause of Action

First, the "facts" to be pleaded are those upon which liability depends—i.e., "the facts constituting the cause of action." These are commonly referred to as "ultimate facts." [See *Doe v. City of Los Angeles* (2007) 42 Cal.4th 531 at 550] While the Complaint may **list** the elements of each cause of action, this is not the equivalent of **pleading facts** that constitute the elements. Notably, the elements for fraud via intentional misrepresentation (the first cause of action) are set forth at the Judicial Council of California Civil Jury Instructions (CACI) No. 1900. As a matter of law, the traditional rule is that fraud actions are subject to a stricter pleading standard, because they involve a serious attack on defendant's character. Fairness requires that allegations of fraud be pleaded "*with particularity*" so that the court can weed out nonmeritorious actions before defendant is required to answer. This is said to be the "last remaining habitat" of common law pleading standards. See *Committee on Children's Television, Inc. v. General Foods Corp.* (1983) 35 Cal.3d 197, 216. **Every element of the cause of action for fraud must be alleged in full, factually and specifically.** The policy of liberal construction of pleading will *not* be invoked to sustain a pleading defective in any material respect. See *Wilhelm v. Pray, Price, Williams & Russell* (1986) 186 Cal.App.3d 1324, 1332.

The particularity requirement necessitates pleading *facts* that "show how, when, where, to whom, and by what means the representations were tendered." See *Lazar v. Sup.Ct. (Rykoff-Sexton, Inc.)* (1996) 12 Cal.4th 631, 645 and *Stansfield v. Starkey* (1990) 220 Cal.App.3d 59, 73. Plaintiff must also specially plead the "detriment proximately caused" by defendant's tortious conduct. See Civil Code § 3333. "In order to recover for fraud, as in any other tort, the plaintiff must plead and prove the 'detriment proximately caused' by the defendant's tortious conduct. Deception without resulting loss is not actionable fraud." (*Service by Medallion, Inc.*, (1996) 44 Cal.App.4th 1807 at p. 1818, internal citations omitted.)

Also, in order to state a cause of action for fraud against a corporation, plaintiff must allege:

- the names of the persons who made the misrepresentations;
- their authority** to speak for the corporation;
- to whom they spoke;
- what they said or wrote; and
- when it was said or written. See *Lazar v. Sup.Ct. (Rykoff-Sexton, Inc.)* (1996) 12 C4th 631, 645 and *Tarmann v. State Farm Mut. Auto. Ins. Co.* (1991) 2 CA4th 153, 157.

The elements for intentional interference with contractual relations (the second cause of action) are set forth at CACI No. 2201. As for the third cause of action, violation of Civil Code § 2924.17 it is actionable against a **mortgage servicer**. See Civil Code § 2924.17(c). Notably, Defendant MTC Financial, Inc. dba Trustee Corps is not the mortgage servicer. It is the Trustee. See "Notice of Trustee's Sale" attached as

Exhibit 4 to the Complaint. In addition, the name of the Defendant is MTC Financial, Inc. dba Trustee Corps not MTC Financial Services, Inc. as alleged at page 2 lines 15-22 of the Complaint. MTC Financial Services, Inc. is a different entity. See California Secretary of State Main Website.

The elements of the fourth cause of action, violation of the Unfair Business Practices Act are set forth at CACI Nos. 3300-3321. As for the fifth cause of action, the basic elements are: “(1) the trustee of mortgagee caused an illegal, fraudulent, or willfully oppressive sale of real property pursuant to a power of sale in a mortgage or deed of trust; (2) the party attacking the sale was prejudiced or harmed; and (3) in cases where the trustor or mortgagor challenges the sale, the trustor or mortgagor tendered the amount of the secured indebtedness or was excused from tendering.” See *Daniels v. Select Portfolio Servicing, Inc.* (2014) 246 Cal.App.4th 1150. Notably, in the Complaint at bench, **Plaintiffs fail to plead that there was a trustee's sale of the real property at issue.** See Complaint in its entirety.

As a matter of law, when an assignment is merely **voidable**, the power to ratify or avoid the transaction lies solely with the parties to the assignment; the transaction is not void unless and until one of the parties takes steps to make it so. A borrower who challenges a foreclosure on the ground that an assignment to the foreclosing party bore defects rendering it voidable could thus be said to assert an interest belonging solely to the parties to the assignment rather than to herself. [*Yvanova v. New Century Mortg. Corp.* (2016) 62 Cal.4th 919, 936] It is only when the assignment is **void** as a matter of law that a borrower has standing to challenge. *Id.*

As for the sixth cause of action seeking declaratory relief, CCP § 1060 states:

Any person interested under a written instrument, excluding a will or a trust, or under a contract, or who desires a declaration of his or her rights or duties with respect to another, or in respect to, in, over or upon property, or with respect to the location of the natural channel of a watercourse, may, in cases of actual controversy relating to the legal rights and duties of the respective parties, bring an original action or cross-complaint in the superior court for a declaration of his or her rights and duties in the premises, including a determination of any question of construction or validity arising under the instrument or contract. He or she may ask for a declaration of rights or duties, either alone or with other relief; and the court may make a binding declaration of these rights or duties, whether or not further relief is or could be claimed at the time. The declaration may be either affirmative or negative in form and effect, and the declaration shall have the force of a final judgment. The declaration may be had before there has been any breach of the obligation in respect to which said declaration is sought.

A complaint for declaratory relief should show the following:

(1) A proper subject of declaratory relief within the scope of C.C.P. 1060.

Tentative Rulings for Department 403

Tentative Rulings for Department 501

(28)

Tentative Ruling

Re: ***Rocha v. Gonzalez***

Case No. 14CECG03173

Hearing Date: June 23, 2016 (Dept. 501)

Motion: Petition to Approve Compromise of Disputed Claim (Minor's Compromise).

Tentative Ruling:

There is no tentative ruling. Petitioner and attorney are ordered to appear at the hearing to discuss the appropriateness of the settlement as set forth below. Minor is excused from appearing.

Explanation:

The documentation in support of the minor's compromise appears to be in order with the following caveats:

First, the papers mention a surgery that was scheduled to occur on May 16, 2016. This surgery is as a result of the underlying accident. Nowhere in the papers is it clear how the minor will be paying for this surgery, nor the extent of her future medical care needs as a consequence.

Second, there is a statement in the declaration that, other than the insurance, Plaintiff is "judgment proof." However, there is no explanation for how that conclusion was reached.

Third, there is a mention in the memorandum in support of an amount payable to a "Leobardo Pastor," but no indication of his connection to the accident.

Counsel and Petitioner are ordered to attend the hearing with information regarding the recent surgery and how it is to be paid for, the extent of minor's future medical needs, an explanation of the information used in determining whether Defendant was "judgment proof," and Mr. Pastor's connection to this case.

If the Court finds the information provided satisfactory, the Court would be inclined to grant the Petition.

Tentative Rulings for Department 502

Tentative Rulings for Department 503

03

Tentative Ruling

Re: **Gonzalez v. Bains**
Case No. 12 CE CG 03272

Hearing Date: June 23rd, 2016 (Dept. 503)

Motion: Plaintiff's Motion to Dismiss Complaint-in-Intervention of
Zenith Insurance Company

Tentative Ruling:

To deny plaintiff's motion to dismiss the complaint-in-intervention filed by Zenith Insurance Company. (Code Civ. Proc. §§ 583.210; 583.220; 583.250.)

Explanation:

Plaintiff moves for dismissal of the complaint-in-intervention under Code of Civil Procedure section 583.210 and 583.250. Section 583.210 states, "The summons and complaint shall be served upon a defendant within three years after the action is commenced against the defendant. For the purpose of this subdivision, an action is commenced at the time the complaint is filed." (Code Civ. Proc., § 583.210, subd. (a).) Furthermore, "If service is not made in an action within the time prescribed in this article: ... The action shall be dismissed by the court on its own motion or on motion of any person interested in the action, whether named as a party or not, after notice to the parties." (Code Civ. Proc. § 583.250, subd. (a)(2).) In addition, "The requirements of this article are mandatory and are not subject to extension, excuse, or exception except as expressly provided by statute." (Code Civ. Proc., § 583.250, subd. (b).)

Here, plaintiff points out that Zenith filed its complaint-in-intervention on February 15th, 2013, and that it never served the complaint on the other parties to the action. Since it has now been more than three years since the complaint-in-intervention was filed, plaintiff claims that the complaint must be dismissed.

However, under section 583.220, "The time within which service must be made pursuant to this article does not apply if the defendant enters into a stipulation in writing or *does another act that constitutes a general appearance in the action.*" (Code Civ. Proc., § 583.220, emphasis added.)

In *Rhode v. National Medical Hospital* (1979) 93 Cal.App.3d 528, the Court of Appeal held that the three-year dismissal statute did not apply to a complaint-in-intervention filed by a workers' compensation insurer in an injured employee's action to recover benefits paid to the employee. (*Id.* at 537-539.) Since the other parties had made general appearances in the main action filed by the employee, and since the complaint-in-intervention was not a separate action for purposes of the three-year

dismissal statute, the fact that the complaint-in-intervention was not served within three years did not entitle the defendant to dismissal of the complaint-in-intervention. (*Ibid.*) In addition, the court noted that, even if the complaint-in-intervention had been dismissed, there was nothing to prevent the insurer from simply refiling it, since the complaint was not barred by the statute of limitations and the insurer had the right to bring its complaint-in-intervention at any time before trial. (*Id.* at 539.)

Likewise, here the other parties have made general appearances in the action by filing answers. Thus, Zenith was not required to serve its complaint-in-intervention within three years, since the defendants had already appeared. Also, it would not serve the purposes of the dismissal statute to grant a motion to dismiss here, since the underlying action is already being diligently prosecuted by plaintiff, and the complaint-in-intervention is merely an extension of the main action. (*Rhode, supra*, at 538.) Moreover, dismissing the complaint-in-intervention would be an idle act, since Zenith could simply refile the complaint at any time before trial. (*Id.* at 539.)

In his reply, plaintiff cites to *Duckett v. Superior Court* (1989) 207 Cal.App.3d 1419 and *Kutchins v. Hawes* (1990) 226 Cal.App.3d 535, which held that a general appearance as to the complaint-in-intervention does not also constitute a general appearance as to the underlying complaint, and therefore the three-year dismissal statute applies where the plaintiff failed to serve the complaint within three years even though the defendants filed answers as to the insurers' complaint-in-intervention. However, those cases are distinguishable, since they dealt with a situation that is the reverse of the present case. In *Duckett* and *Kutchins*, the defendants answered the complaint-in-intervention, but the plaintiffs failed to serve their complaint or prosecute their claims within three years, so the Courts of Appeal found that their complaints were properly dismissed for failure to prosecute the claims diligently. (*Duckett, supra*, at pp. 1424-1425; *Kutchins, supra*, at pp. 540-541.)

Here, on the other hand, the plaintiff diligently served and prosecuted his claims, but the insurer did not serve the complaint-in-intervention within three years. However, the failure to serve the complaint-in-intervention did not delay the action or result in any failure to prosecute the underlying claims, since the insurer's claim was entirely dependent on the plaintiff's claims. Thus, it would not serve the policies that underlie sections 583.210 and 583.250 to dismiss the complaint-in-intervention here. Therefore, the court intends to deny the motion to dismiss.

Pursuant to CRC 3.1312 and CCP §1019.5(a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling

Issued By: A.M. Simpson **on 6/22/16.**
(Judge's initials) (Date)

(6)

Tentative Ruling

Re: **BMW Bank of North America v. Agrifoglio**
Superior Court Case No.: 15CECG01810

Hearing Date: June 23, 2016 (**Dept. 503**)

Motion: By Plaintiff BMW Bank of North America for summary judgment or, in the alternative, summary adjudication

Tentative Ruling:

To deny. The Court sustains evidentiary objections #1, 2, 3, and 7, and overrules the remainder.

No additional evidence may be introduced at the hearing. (Cal. Rules of Court, rule 3.1306.)

Explanation:

The opposing party's failure to file counter-declarations does not relieve the moving party of its burden to establish by evidence facts establishing every element necessary to sustain a judgment in the moving party's favor. (*Consumer Cause, Inc. v. SmileCare* (2011) 91 Cal.App.4th 454, 468.)

In particular here, in light of the sustained evidentiary objections, Plaintiff BMW Bank of North America ("Plaintiff") has not met its burden on the motion. (Code Civ. Proc., § 437c, subd. (p)(1).) The declaration of Mark Seymour has not demonstrated personal knowledge of the mode of preparation of the business records of BMW of Sterling, in particular, the motor vehicle retail installment contract between BMW of Sterling, and Defendant Carmine Benjamin Agrifoglio.

Further, in relation to the motion for summary judgment, the Court notes that before obtaining a judgment, Plaintiff must elect a remedy. Here, Plaintiff seeks recovery of the vehicle, it seeks a recovery in contract on the balance of the amount owed, apparently without first selling the vehicle in a commercially-reasonable manner and returning to court for a deficiency judgment, see Civil Code sections 2981-2984.5; California Uniform Commercial Code section 9626, subdivision (b), and *Bank of America v. Lallana* (1998) 19 Cal.4th 203, 210, and it also seeks a recovery in tort for conversion. While a plaintiff may file a complaint in a single action alleging inconsistent counts, at some point before judgment, the plaintiff is required to elect one or another remedy. (3 Witkin, Cal. Procedure (5th ed. 2008) Actions, §179, p. 259.) Even for a conversion, the injured owner must elect between the right of ownership and possession (obtaining specific recovery of the property), and the right to compensation (with the remedies of damages for conversion or quasi-contract recovery of value on the theory of waiver of tort). (3 Witkin, Cal. Procedure (5th ed.

2008) Actions, §181, p. 261.) The plaintiff is not entitled to a double recovery. (3 Witkin, Cal. Procedure (5th ed. 2008) Actions, §144, p. 221.)

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling

Issued By: A.M. Simpson **on** 6/22/16.
(Judge's initials) (Date)

Tentative Ruling

(27)

Re: **Dichner v. Ahroon**
Court Case No. 15CECG01389

Hearing Date: **June 23, 2016 (Dept. 503)**

Motion: Plaintiff's motion to compel deposition testimony and for production of documents

Tentative Ruling:

To Deny.

Explanation:

Discovery proceedings must be completed no later than 30 days before the initial trial date. (CCP § 2024.020(a).) Motions concerning discovery must be heard no later than the 15th day before the initial trial date. (*Ibid.*) Here, the date initially set for trial was June 6, 2016. However, there has been no motion to reopen discovery and thus there is no basis for which the court can hear the merits of this motion. To the extent the plaintiff believes the May 16 Order on Pretrial Discovery Conference reopened discovery, that order did not state that discovery was reopened – it did not address the reopening of discovery altogether. Moreover, the reopening of discovery was not requested in plaintiff's Request for Pretrial Discovery Conference. This motion can thus be denied on procedural grounds.

Substantively, unlike *Shooker v. Superior Court* (2003) 111 Cal.App.4th 923, there has been no effort to withdraw the defendant from his designation as an expert. Accordingly, since the present dispute does not involve the withdrawal of an expert, the holding of *Shooker* does not apply.

The plaintiff argues: “[t]he rule . . . is if the party . . . testifies as an expert (such as by stating his opinion in a declaration or at a deposition), the [work product/attorney-client] privilege is waived.” (see Points & Authorities in support of motion to compel, pg. 9:13-14, quoting *Shooker, supra*, 111 Cal.App.4th at 930.)

However, the cases upon which *Shooker* rested this rule statement all restrict discovery to the subject matter of the expert's prospective opinion. (*Shooker, supra*, 111 Cal.App.4th at 930, citing *Sanders v. Superior Court* (1973) 34 Cal.App.3d 270, 279 [“the information and opinion of an expert respecting the **subject matter** about which he is a prospective witness are subjects of discovery . . .” (emphasis added)]; *County of Los Angeles v. Superior Court* (1990) 222 Cal.App.3d 647, 654-655 [“expert's knowledge and opinions are subject to discovery” once the expert has been designated to testify at trial.]; see also *National Steel Products Co. v. Superior Court*

(1985) 164 Cal.App.3d 476, 485 [a prior report was **subject matter** of the expert's opinion and thus discoverable.]

Here, the plaintiff seeks discovery of "all communications" between defendant and his counsel – there is no restriction limiting discovery to the subject matter of defendant's prospective opinion. Essentially, simply designating the defendant as an expert on the area of the standard of care of internal medicine does not constitute an absolute waiver of the attorney/client privilege sufficient to allow discovery of "all communications" between the defendant and his counsel. Consequently the motion can be denied on substantive grounds as well.

Pursuant to California Rules of Court, rule 3.1312 and Code of Civil Procedure section 1019.5(a), no further written order is necessary. The minute order adopting this ruling will serve as the order of the court, and service by the clerk of the minute order will constitute notice of the order.

Tentative Ruling

Issued By: A.M. Simpson **on 6/22/16.**
(Judge's initials) (Date)

(23)

Tentative Ruling

Re: **Larry Hernandez v. Ruben Hernandez**
Superior Court Case No. 16CECG00660

Hearing Date: Thursday, June 23, 2016 (**Dept. 503**)

Motions: (1) Plaintiffs Larry and Rudy Hernandez's Demurrer to Defendants Ruben and Grace Hernandez's First Amended Answer

(2) Plaintiffs Larry and Rudy Hernandez's Motion to Strike Defendants Ruben and Grace Hernandez's First Amended Answer

Tentative Ruling:

To sustain with leave to amend Plaintiffs Larry and Rudy Hernandez's demurrer to Defendants Ruben and Grace Hernandez's first amended answer. (Code Civ. Proc., § 430.20, subd. (a).)

To grant Defendants Ruben and Grace Hernandez 10 days, running from service of the minute order by the clerk, to file and serve a second amended answer. (Code Civ. Proc., § 472a, subd. (c).) All new allegations in the second amended answer are to be set in **boldface** type.

To deny Plaintiffs Larry and Rudy Hernandez's motion to strike Defendants Ruben and Grace Hernandez's first amended answer. (Code Civ. Proc., § 436, subd. (b).)

Explanation:

Plaintiffs' Demurrer to Defendants' First Amended Answer

Plaintiffs Larry and Rudy Hernandez ("Plaintiffs") demur to Defendants Ruben and Grace Hernandez's ("Defendants") first amended answer on the ground that the answer does not state facts sufficient to constitute a defense. (Code Civ. Proc., § 430.20, subd. (a).) Specifically, Plaintiffs argue that Defendants have failed to allege all of the facts necessary to plead viable defenses to Plaintiffs' causes of action for quiet title and partition.

Defendants contend that their first amended answer sufficiently alleges viable defenses to Plaintiffs' causes of action for quiet title and partition because they have denied Plaintiffs' causes of action for quiet title and partition by reference to specific paragraphs of Plaintiffs' verified complaint as permitted by Code of Civil Procedure section 431.30, subdivision (f). However, Code of Civil Procedure sections 761.030, subdivisions (a)(1) and (a)(2), and 872.410, subdivisions (a) and (b), specifically require that, in an answer to quiet title and partition causes of action, a defendant "set forth" any interest that the defendant has, or claims, in the subject property and allege "any facts tending to controvert such material allegations of the complaint as the

defendant does not wish to be taken as true." Since Code of Civil Procedure sections 761.030, subdivision (a)(2), and 872.410, subdivision (b) specifically require that a defendant allege facts to controvert any material factual allegations of a plaintiff's quiet title and/or partition cause of action that the defendant wants to deny, denial by reference to specific paragraphs of a complaint as permitted by Code of Civil Procedure section 431.30, subdivision (f) is insufficient to deny any material allegations of a quiet title and/or partition cause of action.

Therefore, since Defendants have failed to allege what interest that Defendants have, or claim, in the subject property and any facts denying or controverting the material allegations of Plaintiffs' quiet title and partition causes of action, Defendants have failed to adequately plead facts sufficient to constitute a defense to Plaintiffs' quiet title and partition causes of action. Accordingly, the Court sustains with leave to amend Plaintiffs' demurrer to Defendants' first amended answer pursuant to Code of Civil Procedure section 430.20, subdivision (a).

Plaintiffs' Motion to Strike Defendants' First Amended Answer

Plaintiffs Larry and Rudy Hernandez ("Plaintiffs") move to strike Defendants Ruben and Grace Hernandez's ("Defendants") first amended answer on the ground that, since Defendants' first amended answer only provides a general denial even though Plaintiffs' complaint is verified, Defendants' first amended answer must be struck pursuant to Code of Civil Procedure section 436, subdivision (b).

Plaintiffs are correct that a general denial is not appropriate in a verified answer because Code of Civil Procedure section 431.30, subdivision (d) requires that a defendant specifically deny the material allegations of a verified complaint positively or according to information and belief. (See *City of Hollister v. Monterey Ins. Co.* (2008) 165 Cal.App.4th 455, 476, fn. 19.) However, since Defendants denied each and every allegation by reference to specific paragraphs of Plaintiffs' verified complaint, Defendants' denial is a specific denial, not a general denial. (Code Civ. Proc., § 431.30, subd. (f).)

Accordingly, the Court denies Plaintiffs' motion to strike Defendants' first amended answer pursuant to Code of Civil Procedure section 436, subdivision (b).

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling

Issued By: A.M. Simpson **on 6/22/16.**
(Judge's initials) (Date)