Tentative Rulings for November 30, 2023
Department 501

For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)

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).)
The above rule also applies to cases listed in this "must appear" section.

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

23CECG03837 ***FFF Enterprises Inc. v. Big Valley Eye Inc.*** **is continued to Thursday, January 4, 2024, at 3:30 p.m. in Department 501**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 501

Begin at the next page

(20)

Tentative Ruling

Re: ***Tyler Holman v. Darin Collins***
Superior Court Case No. 21CECG03607

Hearing Date: November 30, 2023 (Dept. 501)

Motion: by Plaintiff to Deem Matters Admitted

Tentative Ruling:

To grant and deem admitted the truth of all matters specified in the Request for Admissions, Set Two, served on IMG Stone, Inc. (Code Civ. Proc., § 2033.280.) To impose reasonable sanctions in the sum of $1,445.25 to be paid by IMG Stone, Inc., to plaintiff's counsel within 30 days of service of the order. (Code Civ. Proc., § 2033.280, subd. (c).)

Explanation:

On August 25, 2023, plaintiff mail served on defendant IMG Stone, Inc., Request for Admissions, Set Two. The response was due September 29, 2023. No response has been provided. (See Barsotti Decl., ¶¶ 2-4.)

Accordingly, the court must order admitted all matters specified in the requests for admission and impose reasonable sanctions. (Code Civ. Proc., § 2033.280, subds. (b) and (c).) This will be the order of the court unless defendant serves, before the hearing on the motion, a proposed response to the requests for admission that is in substantial compliance with Code of Civil Procedure section 2033.220. Defendant has filed no opposition to this motion.

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: DTT (Judge's initials) on 11/13/2023 (Date).

(41)

Tentative Ruling

Re: ***Richard V. Gunner v. Lifeway Christian Resources of The Southern Baptist Convention***
Superior Court Case No. 21CECG02467

Hearing Date: November 30, 2023 (Dept. 501)

Motion: by Defendant for Summary Judgment

Tentative Ruling:

To deny. As to plaintiffs' evidentiary objections, to overrule all objections for purposes of this motion. As to defendant's evidentiary objections, to overrule numbers 1, 2, 3, 4, 5, 7, 8, 10 and 11, and to sustain numbers 6 and 9.

Explanation:

This is defendant's second summary judgment motion after the court denied its first motion. In both motions, defendant inexplicably contends plaintiffs "do not allege that Lifeway improperly invoked its early termination rights under the lease." (Def.'s mem., at 1:21; see also mem. filed 2/7/23 at 1:21-22.) Yet, plaintiffs allege exactly that "Defendant (Lifeway) attempted to avoid its obligation to make lease payments . . . by improperly, and in bad faith, invoking section 6.03 of the Lease, the early termination clause." (FAC, ¶ 8, p. 2:22-24, emphases added.)

The penultimate issue of this case is the proper interpretation of the Lease, and in particular, the interplay between the early termination clause of Section 6.03 and "go dark" clause of Section 10.02. Plaintiffs contend defendant improperly invoked the early termination clause. Defendant contends it had a right to invoke the clause. Defendant has failed to show, as a matter of law, that the Lease cannot be interpreted as plaintiffs suggest. Therefore, the court denies defendant's second motion for essentially the same reasons as the first motion.

Code of Civil Procedure section 437c, subdivision (f)(2), includes the following restriction on a second motion for summary judgment:

> A party shall not move for summary judgment based on issues asserted in a prior motion for summary adjudication and denied by the court unless that party establishes, to the satisfaction of the court, newly discovered facts or circumstances or a change of law supporting the issues reasserted in the summary judgment motion.

For purposes of this motion, the court has overruled plaintiffs' objections and considered the additional evidence proffered by defendant to determine whether defendant properly brought this second motion under the above-mentioned restriction. The court finds defendant fails to present "newly discovered facts or circumstances" to warrant the bringing of another motion for summary judgment on essentially the same

grounds. Defendant submits volumes of evidence to show plaintiffs and their representatives made no mention of Lifeway being required to stay open during the Measuring Period in order to invoke its early termination rights. Plaintiffs respond by noting such evidence cuts both ways and does not negate the evidence the court has already determined raises triable issues of material fact:

> What [attorney] Ann Porter did not say to [plaintiff] Richard Gunner and what Richard Gunner did not say to [his broker] Tom Anderson during their discussions about what should be in the final version of the Lease is not persuasive evidence of what the mutual intent of the parties was relating to any specific language in the Lease. Repeatedly, Defendant seeks to raise a very attenuated inference based on Plaintiffs' representatives not having insisted on a clause expressly stating that the early termination clause could not be exercised unless the store was operated during the Measuring Period. The absence of a discussion in the emails about this topic has very little probative value. More importantly, such "evidence" does not negate the evidence this Court has already determined raises a triable issue of fact precluding summary judgment. One might ask why did Lifeway's representatives not themselves insist on a provision in the Lease that expressly states that, if it exercises the 'go dark' clause [Section 10.02] resulting in no retail sales during the Measuring Period, that would be sufficient to permit the Tenant to do an early termination of the Lease. So the failure to negotiate for a more clear clause cuts both ways and does not result in the negating of the evidence that this Court has already determined raises significant triable issues of fact precluding summary judgment.

(Ptfs.' mem., at 2:18-3:4.)

Defendant burdens the court with the same basic evidentiary objections, except it has changed the numbers. As the court ruled in its previous ruling of May 24, 2023, (the Previous Ruling) at page two:

> The parol evidence rule is not merely an evidentiary rule, but is a rule of substantive law. (*Alling v. Universal Manufacturing Corp.* (1992) 5 Cal.App.4th 1412, 1433.) It "generally prohibits the introduction of any extrinsic evidence, whether oral or written, to vary, alter or add to the terms of an integrated written instrument." (*Ibid.*) However, "extrinsic evidence may be introduced to explain the meaning of a written contract and the test for admissibility is whether the meaning urged is one to which the written contract terms are reasonably susceptible. (*BMW of North America, Inc. v. New Motor Vehicle Bd.* (1984) 162 Cal.App.3d 980, 991, fn. 4.)

The court's evidentiary rulings are the same as in the Previous Ruling, with the numbers changed, so that objection number 1 corresponds to former number 3, objection number 2 corresponds to former number 4, objection number 3 corresponds to former number 5, objection number 4 corresponds to former number 6, objection number 5 corresponds to former number 7, objection number 6 corresponds to former number 8,

objection number 7 corresponds to former number 9, objection number 8 corresponds to former number 1, and objection number 9 corresponds to former number 2.

The court overrules the new objection numbers 10 and 11 to the Tipton declaration because predispute conduct after the parties enter into a contract is admissible to demonstrate an ambiguity:

> [A] contract apparently unambiguous on its face may still contain a latent ambiguity that can only be exposed by extrinsic evidence. [Citations.] [P]arties to a contract have the right to place [any] interpretation upon its terms as they see fit, even when such an interpretation is apparently contrary to the ordinary meaning of its provisions. In this regard, predispute, postcontracting conduct is admissible to demonstrate an ambiguity. [Citation.] A party's conduct occurring between execution of the contract and a dispute about the meaning of the contract's terms may reveal what the parties understood and intended those terms to mean. For this reason, evidence of such conduct is admissible to resolve ambiguities in the contract's language. [Citation.] [T]he acts of the parties under the contract afford one of the most reliable means of arriving at their intention.

(*Wolf v. Walt Disney Pictures & Television* (2008) 162 Cal.App.4th 1107, 1133–1134, internal quotation marks omitted, underlining added [trial court properly entertained extrinsic evidence of post-contract conduct to demonstrate ambiguity].)

Defendant argues again that because it could legally close its business at will under Section 10.02, then by doing so it could also guarantee that its sales would fall short of the $1.25 million threshold in the Measuring Period, allowing it to terminate the 11-year contact 4.5 years before it was due to expire. But in its first summary judgment motion, defendant admitted that although it was permitted to cease operating its retail business, it still was required to honor all other terms of the Lease, including the payment of rent. (See Def. Sep. Stmt. filed 2/7/23, Fact No. 13.)

Plaintiffs dispute that the Lease can be interpreted to allow defendant to close its business voluntarily and then also invoke the early termination clause. Plaintiffs argue:

> Instead, the more reasonable interpretation of Sec. 6.03, when read in conjunction with Sec. 10.02, is that, to be able to invoke the early termination clause under Sec. 6.03, Defendant had to be doing something to generate at least some Gross Receipts in the Measuring Period. Once that reasonable interpretation of Sec. 6.03 is acknowledged, the next step is to confirm that, under Sec. 10.02 of the Lease, Defendant was obligated to exercise due diligence and efficiency "so as to maximize the Gross Receipts which may be produced by Defendant's business."

(Ptfs.' mem. p. 7:8-14, emphasis original.)

Thus, triable issues of fact remain, even in light of defendant's "new" evidence. For the reasons set forth more fully in the Previous Ruling, the court again finds that taken together, plaintiffs have presented extrinsic evidence establishing an ambiguity in the

contract and showing a triable issue of material fact as to the parties' understanding at the time of contracting. Summary judgment must be denied.

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: DTT on 11/28/2023.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Shahsi Sharma v. Zeyad Elalami***
Superior Court Case No. 23CECG03765

Hearing Date: November 30, 2023 (Dept. 501)

Motion: by Petitioner Shashi Sharma to Confirm Arbitration Award

Tentative Ruling:

To continue to December 19, 2023, 3:30 p.m. in Department 501. All related deadlines will follow the continued hearing date.

Explanation:

Prior to hearing on the matter, on November 27, 2023, respondent Zeyad Elalami filed a Peremptory Challenge. Accordingly, the matter is continued to December 19, 2023, at 3:30 p.m. in Department 501. All related deadlines will follow the continued hearing date.

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: DTT on 11/28/2023.
(Judge's initials) (Date)

(27)

Tentative Ruling

Re: ***Stellar Solar, Inc. v. Amazing Energy Partners, Inc.***
Superior Court Case No. 22CECG02818

Hearing Date: November 30, 2023 (Dept. 501)

Motion: by Defendants Amazing Energy Partners, Sylvia Donaldson, and James Bond for Sanctions and Attorneys' Fees Against Plaintiff Stellar Solar and Plaintiff's Attorney Andrea Chapman

Tentative Ruling:

To deny.

Explanation:

The court finds that plaintiff's and its counsel's conduct in the face of an anticipated unquestionably meritorious (and unopposed and granted) motion to set aside a default was epically unprofessional and abhorrent. (See Rules Prof. Conduct, rules 3.1(a)(1), 3.2 and 8.4(a).) That truism aside, the court must now decide whether sanctions and attorneys' fees should be awarded against plaintiff and its counsel.

Actions or tactics undertaken in bad faith which are frivolous and intended solely to cause unnecessary delay constitutes sanctionable conduct. (Code Civ. Proc., § 128.5, subd. (a).) In exercising this authority, the court is guided by the principle that the legislative intent of this statute is "'"to broaden the powers of trial courts to manage their calendars and provide for the expeditious processing of civil actions by authorizing monetary sanctions now not presently authorized ...."'" (*Levy v. Blum* (2001) 92 Cal.App.4th 625, 635 (*Levy*).) In addition, " '[w]hether an action is frivolous is governed by an objective standard: any reasonable attorney would agree it is totally and completely without merit. [Citations.] There must also be a showing of an improper purpose, i.e., subjective bad faith on the part of the attorney or party to be sanctioned.'" (*In re Marriage of Sahafzdeh-Taeb & Taeb* (2019) 39 Cal.App.5th 124, 135.)

Defendant Amazing Energy Partners, Inc. ("AEPI") notes the policy of deciding disputes on their merits (see e.g. *Pearson v. Continental Airlines* (1970) 11 Cal.App.3d 613, 619) and that such policy principle was communicated to opposing counsel on January 17, 2013, after AEPI's default had been entered weeks earlier. (See Stein, Decl. Ex. A.) AEPI contends that, among other things, plaintiff's assertions of conditions for executing a stipulation to set aside the default constitutes sanctionable bad faith similar to the conduct of *Park Magnolia v. Fields* (1987) 191 Cal.App.3d Supp. 1 (*Park Magnolia*) and *De Vera v. Long Beach Pub. Transportation Co.* (1986) 180 Cal.App.3d 782 (*De Vera*).

Those cases, however, are materially distinguishable and thus inapposite for AEPI's contention. For example, *Park Magnolia* involved an invalid default which was compounded by an "obviously invalid" writ of possession requiring a motion and hearing to quash (*Park Magnolia, supra*, 191 Cal.App.3d Supp. at p. 5), and *De Vera* involved a

"belated" request to relieve sanctions where an attorney unreasonably opposed a motion and then demonstrated his indifference by failing to appear at the motion hearing. (*De Vera, supra,* 180 Cal.App.3d at pp. 798-799.) In comparison, here, there is no claim that plaintiff's entry of AEPI's default was premature. Furthermore, asserting conditions to stipulating, but ultimately taking measures to remove impediments to setting the default aside (i.e., the filing of a non-opposition to the ex parte application), is materially dissimilar to the blatant indifference in the belated request in *De Vera*.

Although the court finds that imposing sanctions and awarding attorneys' fees *at this time* would not further the objective of "expeditious[ly] processing of [this] civil action[]" (Levy, supra, 92 Cal.App.4th at p. 635) future noncooperation *may* rise to the level of bad faith and warrant an imposition of monetary sanctions.

Going forward, the court insists on exemplary professionalism from both sides of this dispute. Vitriolic advocacy is unwelcome.

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: DTT on 11/28/2023.
(Judge's initials) (Date)

(36)

Tentative Ruling

Re: ***Keantae Carter v. Sun Valley Raisins, Inc.***
Superior Court Case No. 23CECG00507

Hearing Date: November 30, 2023 (Dept. 501)

Motion: by Defendant for Summary Judgment or, in the alternative, for Summary Adjudication

Tentative Ruling:

To grant summary judgment in favor of defendant Sun Valley Raisins, Inc., on plaintiff Keantae Carter's Complaint. (Code Civ. Proc., § 437c, subd. (a); Lab. Code, §§ 3600, 3602.)

Explanation:

Summary judgment may be granted where it is shown that the "action has no merit or that there is no defense to the action or proceeding." (Code Civ. Proc., § 437c, subd. (a).) The court must determine from the evidence presented that "there is no triable issue as to any material fact and that the moving party is entitled to judgment as a matter of law …" (Code Civ. Proc., § 437c, subd. (c).)

"The workers' compensation exclusivity rule is the rule, embodied in [Labor Code sections 3600 *et seq*.], that with certain exceptions, an injury sustained by an employee arising out of and in the course of his or her employment is compensable by way of a workers' compensation insurance award only, not by a tort judgment." (*Lee v. West Kern Water Dist.* (2016) 5 Cal.App.5th 606, 624; Lab. Code, § 3600, subd. (a).) The exclusive remedy is also conditioned on the employer securing payment of the compensation. (Lab. Code, § 3706.) One secures payment of the compensation "[b]y being insured against liability to pay compensation by one or more insurers authorized to write compensation insurance in this state…" (Lab. Code, § 3700, subd. (a).)

Generally, "…a defendant in a civil action who claims to be one of that class of persons protected from an action at law by the provisions of the Workers' Compensation Act bears the burden of pleading and proving, as an affirmative defense to the action, the existence of the conditions of compensation set forth in the statute which are necessary to its application." (*Doney v. Tambouratgis* (1979) 23 Cal.3d 91, 96.) "An exception to this general rule of pleading and proof by the defendant appears in the situation where the complaint affirmatively alleges facts indicating coverage by the act. Then, unless the complaint goes on to state additional facts which would negative the application of the act, no civil action will lie and the complaint is subject to a general demurrer." (*Id.* at 97.) "The same rule applies to summary judgment when the issue is a purely legal question of whether, under uncontested facts, an alleged cause of action can provide the requested relief." (*Halliman v. Los Angeles Unified School District* (1984) 163 Cal.App.3d 46, 50.)

In *Halliman v. Los Angeles Unified School District*, the court determined that the plaintiff's exclusive remedy was under the workers' compensation laws based on allegations of the complaint establishing that the plaintiff was an employee of the defendant and that the incident occurred while plaintiff was acting in the course and scope of his employment. (*Ibid.*)

Similarly, here, the Complaint alleges that plaintiff Keantae Carter was employed by defendant Sun Valley Raisins, Inc., and was injured while in the course and scope of his employment with defendant. (UMF Nos. 1-2.)[1] In particular, plaintiff alleges that defendant's failure to properly train him directly resulted in his injuries. (*Ibid*.) Additionally, defendant has established that it has maintained workers' compensation insurance for all of its employees at the time of the incident. (UMF No. 3; Moles Decl., ¶ 2.)

No opposition was filed, and thus no facts were provided to negate the application of the exclusive remedy provision. Defendant has met its burden of showing that it is entitled to the protection of the workers' compensation exclusivity rule.

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: DTT on 11/28/2023.
(Judge's initials) (Date)

[1] Defendant's request for judicial notice of plaintiff's Complaint (Exh. 1) is granted. (Evid. Code, § 452, subd. (d).)

(35)

Tentative Ruling

Re: ***Terese Cardamon v. The Dominion Courtyard Villas***
Superior Court Case No. 16CECG01918

Hearing Date: November 30, 2023 (Dept. 501)

Motion: by Plaintiffs for Final Approval of Class Settlement

Tentative Ruling:

To grant final approval of the class action settlement, costs, class representatives' enhancement payment and settlement administrator's fees.

The court requests input from all counsel on the date that should be inserted at Paragraph 11 of the [Revised Proposed] Order Granting Final Approval of Class Settlement which was filed late on November 28, 2023.

To set a status conference for Wednesday, May 22, 2024, 3:30 p.m. in Department 501.

Explanation:

1. Class Certification

On February 16, 2021, the class was certified.

2. Settlement

a. Legal Standards

"[I]n the final analysis it is the Court that bears the responsibility to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing litigation. The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement . . . The courts are supposed to be the guardians of the class." (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal. App. 4th 116, 129.)

"[T]o protect the interests of absent class members, the court must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished . . . [therefore] the factual record must be before the . . . court must be sufficiently developed." (*Id*. at p. 130.) The court must be leery of a situation where "there was nothing before the court to establish the sufficiency of class counsel's investigation other than their assurance that they had seen what they needed to see." (*Id*. at p. 129.)

b. The Settlement Is Fair and Reasonable

Previously, the court found that the settlement was fair and reasonable based on the evidence that plaintiffs Terese Cardamon and Nicholas Cardamon (together "Plaintiffs") submitted in support of the motion for preliminary approval. It does not appear that there is any reason for the court to reconsider its decision in this regard. The gross settlement is $3,250,000, which appears to be non-reversionary. The class will be paid pro rata based on a "refund number," which is based on all amounts withheld from the class members' security deposits for restoration charges, including the disputed administration fee. The "refund number" is capped at the amount of the security deposit.

Much care was taken to estimate the value of the various claims. Plaintiffs retained experts to conduct proper data entry prior to full review of files. Counsel personally randomly sampled files to confirm accuracy. This information aided counsels' trial preparations, which were then negotiated through counsel with the aid of an experienced class action mediator and retired judge. The gross settlement contemplated to challenges of going to trial, which carried significant risks and costs, especially when considering the defenses raised by defendants.

The settlement was reached after arm's length negotiations during a mediation with an experienced mediator, which weighs in favor of finding that the settlement was fair, adequate and non-collusive. In addition, class counsel are highly experienced in class litigation, and provided information as to their assessments of the strength of plaintiffs' case, the risk, expense and complexity of the litigation, and the extent of analysis conducted. Thus, class counsels' opinion that the settlement is fair, adequate and reasonable is entitled to considerable deference. There is also no evidence that the settlement is the product of collusion. Therefore, the proposed settlement amount is fair, adequate and reasonable.

3. Attorney's Fees and Costs

From the class settlement, Plaintiffs seek a recovery of costs in the amount of $19,951.49. The request for costs in the amount of $19,951.49 is approved.

4. Payment to Class Representative

Plaintiffs seeks preliminary approval of a $22,500 "service payment," with $15,000 in payment to plaintiff Terese Cardamon and $7,500 to plaintiff Nicholas Cardamon. Incentive payments to class representatives are routinely awarded in class action settlements, and similar payments have been approved in other cases. Here, Plaintiffs submit a declaration explaining in detail the terms of the work they did on the case, including, attending depositions, assisting with discovery responses, assisting in the preparation of general motion work, participating in the preparation for mediation, and attending two mediation sessions. Plaintiffs distinguish their time spent due to plaintiff Nicholas Cardamon being deployed overseas on active military duty for portions of the case. The amount sought does not appear to be unreasonable here. Therefore, the proposed service payments to plaintiff Terese Cardamon in the amount of $15,000 and to plaintiff Nicholas Cardamon in the amount of $7,500 are approved.

5. Payment to Class Administrator

Plaintiffs seek approval of settlement administration costs of $80,000, which is in excess of the notice to the class by $10,000. In support of the request, Plaintiffs submit the declaration of Meagan Brunner, Program Manager for Simpluris, Inc., the court's appointed settlement administrator. Brunner submits that the format of the class list submitted required substantial manual input to correct addresses and payment amounts, as well as manual corrections for names, apartment complexes, move-out dates, and tenant/co-tenant status. (Brunner Decl., ¶ 5.) Once sorted, the class size comprised 4,883 members. (*Id.*, ¶ 7.) Notice went out to the members, and 1,034 packets were returned. (*Id.*, ¶¶ 11-12.) Following several attempts, 147 packets remain unsuccessfully delivered. (*Id.*, ¶ 12.) During this process, Simpluris, Inc. remained in contact with counsel for Plaintiffs and were advised by counsel. (*Id.*, ¶ 5; Schallert Decl., ¶ 18.) Counsel for Plaintiffs considered the additional work as reasonably necessary to ensure accuracy of mailing. (Schallert Decl., ¶ 19.)

Based on the above, the court finds that the upward departure of $10,000 (from $70,000 to $80,000) is reasonable. Given the size of the class and the conditions of the administration, the burden on any member appears minimal compared to the necessity of the implicated work. The costs of administration in the amount of $80,000 is approved.

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: DTT (Judge's initials) on 11/29/2023 (Date).