PLACER COUNTY SUPERIOR COURT
THURSDAY, CIVIL LAW AND MOTION
DEPARTMENT 3
THE HONORABLE MICHAEL W. JONES
TENTATIVE RULINGS FOR NOVEMBER 5, 2026, AT 8:30 A.M.

These are the tentative rulings for the **THURSDAY, NOVEMBER 5, 2026, at 8:30 A.M.**, civil law and motion calendar. The tentative ruling will be the court's final ruling unless notice of appearance and request for oral argument are given to all parties and the court by **4:00 p.m., WEDNESDAY, NOVEMBER 4, 2026**. Notice of request for argument to the court must be made by calling (916) 408-6481. Requests for oral argument made by any other method will not be accepted. Prevailing parties are required to submit orders after hearing to the court within 10 court days of the scheduled hearing date and approval as to form by opposing counsel. Court reporters are not provided by the court. Parties may provide a court reporter at their own expense.

NOTE: REMOTE APPEARANCES ARE STRONGLY ENCOURAGED FOR CIVIL LAW AND MOTION MATTERS. (PLACER COURT LOCAL RULE 10.24.) More information is available at the court's website: www.placer.courts.ca.gov.

Except as otherwise noted, these tentative rulings are issued by **THE HONORABLE MICHAEL W. JONES**. If oral argument is requested, it shall be heard at **8:30 a.m.** in **DEPARTMENT 3** located at the Historic Auburn Courthouse, 101 Maple Street, Auburn, California.

1. M-CV-0063990 CAVALRY SPV I v. GEEVE, JEANNETTE

Plaintiff's Motion for Entering Judgment Pursuant to Defendant's Default Under Settlement and Release Agreement

Plaintiff's unopposed motion is granted. (Code Civ. Proc., § 664.6.) The dismissal is set aside and judgment shall be entered in favor of plaintiff and against defendant in the amount of $15,580.27 in unpaid principal plus $425.00 in court costs for a total judgment of $16,005.26.

2. M-CV-0096170 MULLER, ANDRES v. MACRAE, WESTON

The motion to shorten time is dropped from calendar as no moving papers were filed with the court.

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3. M-CV-0098693 SMITH, CHARLEY v. MURPHY, ANNA

These tentative rulings are issued by the **Honorable Albert A. Erkel.** If oral argument is requested, it shall be heard on November 25, 2026, at 8:30 a.m. in Department 4.

Quinn Killingsworth's Motion to Set Aside Default and Default Judgment

Quinn Killingsworth, an occupant at the real property at issue, moves to set aside the default and default judgment entered against her pursuant to Code of Civil Procedure section 473.

The court first notes that no default or default judgment has been entered against her. Nonetheless, the court—after a court trial—entered judgment for possession only against her and in favor of plaintiff.

Quinn Killingsworth contends the judgment was entered as a result of her surprise and mistake because she was unaware until recently of the foreclosure and other legal actions being taken against defendant. However, plaintiff personally served Quinn Killingsworth with defendant's answer, civil case cover sheet, complaint, prejudgment claim of right to possession, and summons on August 12, 2026. So, Quinn Killingsworth had knowledge of the foreclosure and other legal actions for almost 2 months yet did not file an answer or attend trial. Accordingly, there is insufficient evidence of surprise or mistake to set aside the judgment entered against her.

Quinn Killingsworth's motion is therefore denied.

Defendant's Motion to (1) Recall and Quash Writ of Possession; (2) Vacate Void Judgment; and (3) Stay Proceedings Pending Appeal

Defendant moves to recall and quash the writ of possession, vacate the void judgment, and stay proceedings pending appeal.

First, there is insufficient evidence for any grounds to recall and quash the writ of possession.

Second, there is insufficient evidence the judgment entered in this action on October 7, 2026, is void.

Third, defendant relies on the appeal from a different case between the parties (S-CV-0040220) for the proposition that an appeal in that action automatically stays this action. However, California law is clear that in unlawful detainer proceedings "the only triable issue is the right to possession of the disputed premises, along with incidental damages resulting from the unlawful detention." (*Martin-Bragg v. Moore* (2013) 219 Cal.App.4th 367, 385.) To that end, issues about the "title to the property cannot be adjudicated in an unlawful detainer action" unless the trial court "consolidate[d] an unlawful detainer proceeding with a simultaneously pending action in which title to the property is in issue" or the unlawful detainer action stems from a violation of Civil Code section 1161a. (*Ibid.*; *Malkoskie v. Option One Mortgage Corp.* (2010) 188 Cal.App.4th 968, 973.) Here, defendant has not moved to consolidate the actions nor does the court treat defendant's request to stay the proceedings as a request to consolidate the actions. Accordingly, the matters encompassed in the action S-CV-0040220 are irrelevant to this action. Defendant's request for stay is denied.

In sum, defendant's motion is denied in its entirety.

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4. M-CV-0098920 MEHALAKIS, JOHN v. ONATE, TRACY

Defendants Motion to Set Aside Default and/or Default Judgment

Defendants move to set aside the default and default judgment entered against them on October 6, 2026.

On October 14, 2026, the court granted defendants' ex parte application to stay execution of judgment pending a hearing on their motion to set aside default and/or default judgment. The court's order required that defendants "shall serve a copy of this order, along with the application and any other supporting documents, on the opposing party by October 16, 2026. The documents shall be either personally served or electronically served. The proof of service shall be filed by 12:00 p.m. on October 16, 2026. The failure to serve the opposing party as ordered shall be basis alone to deny the application."

Here, there is insufficient evidence defendants complied with the court's order. Notably, defendants did not serve their moving papers on plaintiff. The proof of service does not list the "notice of motion and motion to set aside default and default judgment, if entered" as being served. Moreover, plaintiff's opposition contains arguments that would not otherwise be made had he read defendants' motion. Additionally, defendants filed their proof of service at 12:47 p.m., which is untimely.

Accordingly, defendants' motion to set aside default and/or default judgment is denied.

5. S-CV-0046091 BAKOS, MATTHEW v. ROACH, WILLIAM

Defendants' Motion to Strike Plaintiff's First Amended Complaint due to Being Signed and Filed by an Attorney Unauthorized to Practice Law

Defendants move to strike plaintiff's first amended complaint in its entirety on the grounds that plaintiff's counsel of record, Stratton Barbee, was ineligible to practice law when he signed and filed plaintiff's first amended complaint. (Code Civ. Proc. §§ 128.7, subd. (a), 435, 436.)

Defendants' motion to strike is granted with leave to amend. Plaintiff shall file and serve an amended complaint on or before **November 16, 2026.**

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6. S-CV-0047322 NEGRETE, GERARDO v. ACE HARDWARE

Plaintiffs' Motion for Preliminary Approval of Class and Representative Action Settlement

The unopposed motion is granted. The court has broad discretion to determine whether a class action settlement is fair, adequate, and reasonable. (*In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1389.) When reviewing the fairness of the settlement, the court is to give due regard to the parties' agreement, ensuring that the agreement is not a product of fraud, overreaching parties, or collusion and that the settlement, as a whole, is fair, reasonable, and adequate. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1145.) A presumption of fairness exists where: (1) the settlement was reached through arms-length bargaining; (2) the investigation and discovery were sufficient to allow class counsel and the court to act intelligently; (3) class counsel is experienced in similar litigation; and (4) there is a small percentage of objectors. (*Ibid.*)

Further, the court reviews the moving papers along with the entirety of the court file to determine that the settlement is genuine, meaningful, and consistent with the underlying purposes of the PAGA-related statute. (Labor Code section 2699(l); *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110.) The court must also determine whether the PAGA settlement appears fundamentally fair, reasonable, and adequate. (*Ibid.*)

The court has carefully reviewed and considered the Settlement Agreement along with plaintiffs' moving papers filed in connection with the motion. The court determines a sufficient showing has been made that the settlement, the attorneys' fees, costs, and service award are fair, adequate, and reasonable. The court further determines a sufficient showing has been made that the settlement is fair, reasonable, genuine, meaningful, and consistent with the purpose of PAGA.

The court grants final approval of the class action and PAGA settlement and approves the attorneys' fees, costs, and service award. The court incorporates by reference the findings and orders outlined in the proposed order approving class action settlement and judgment lodged with the court on October 14, 2026.

The court retains jurisdiction over the parties to enforce the terms of the judgment. (California Rules of Court, Rule 3.769, subd. (h).)

7. S-CV-0051441 BURKE, JAMES v. WOLFE CREEK CARE CENTER

The motion to appoint successor in interest is dropped from calendar as no moving papers were filed with the court.

8. S-CV-0052277 SAC. TELEVISION STATIONS v. CITY OF ROSEVILLE

This tentative ruling is issued by the **Honorable Glenn M. Holley**. If oral argument is requested, it will be heard on **November 23, 2026 at 8:30 a.m. in Department 2**. Department 2 is located at 101 Maple Street, Auburn, California 95603.

Application for Stay

Petitioner Sacramento Television Stations, Inc. dba CBS News Sacramento ("CBS News") moves for an order staying all briefing on and vacating the hearings on petitioner's motion for attorneys' fees and costs and respondent's motion to tax costs. Respondent opposes the application.

The court, on its own motion, takes judicial notice of the court file in Placer County case number 62-191073, People v. Eric James Abril.

Petitioner's current request for stay is based upon the court's February 27, 2026 ruling denying the verified petition for writ of mandate "without prejudice for further consideration after the criminal matter is finally adjudicated." (Ruling on submitted matter, Feb. 27, 2026.) Petitioner points out that the related criminal action (Placer County case number 62-191073) has come to a conclusion, as the defendant there pleaded on March 4, 2026 and was sentenced to an indeterminate life sentence on March 25, 2026. As the court's February 27, 2026 ruling was without prejudice, petitioner filed a supplemental brief on September 21, 2026, renewing its request for the court to issue a writ of mandate, what is effectively a renewed petition for writ of mandate.

As the initial writ petition was denied without prejudice to being considered after the criminal matter is complete and the criminal matter is now complete, the court finds that petitioner may renew its petition for writ of mandate. The court agrees with petitioner that judicial economy would best be served by addressing the renewed petition before reaching the motion for attorneys' fees and the motion to tax costs, which may be impacted by the outcome of the renewed petition. Those motions are ordered stayed.

As the related criminal case has been fully adjudicated and was the basis for the court's prior ruling denying the writ without prejudice, it appears the law requires respondent to provide further disclosures to petitioner. Towards that end, the parties are directed to meet and confer in good faith to determine if an agreement may be reached as to additional disclosures now that the criminal case has been adjudicated. The parties shall file a joint declaration updating the court on these efforts by December 4, 2026. This matter is scheduled for a status conference to review the parties' progress and possibly to schedule a new briefing schedule on **December 15, 2026 at 8:30 a.m. in Department 2**.

Motion for Attorneys' Fees

Petitioner's motion for attorneys' fees is ordered stayed and is dropped from calendar, subject to being renoticed, upon completion of determination of the renewed petition for writ of mandate. The stay shall not affect the timeliness of the fees motion.

Motion to Tax Costs

Respondent's motion to tax costs is ordered stayed and is dropped from calendar, subject to being renoticed, upon completion of determination of the renewed petition for writ of mandate. The stay shall not affect the timeliness of the motion to tax.

9. S-CV-0053071 COLE, ALICIA v. THE CBM GROUP

Plaintiff's Motion for Preliminary Approval of Class and Representative Action

The unopposed motion is granted. The court reviews the moving papers along with the entirety of the court file to determine that the settlement is genuine, meaningful, and consistent with the underlying purposes of the PAGA-related statute. (Labor Code section 2699(l); *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110.) The court must also determine whether the PAGA settlement appears fundamentally fair, reasonable, and adequate. (*O'Connor*, *supra*, 201 F.Supp.3d at p. 1120.) The court has carefully reviewed and considered the PAGA Settlement Agreement and plaintiffs' moving papers filed in connection with the motion. The court determines the settlement is fair, reasonable, genuine, and consistent with the purpose of PAGA. The court incorporates the findings in the proposed order lodged with the court on October 9, 2026.

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10. S-CV-0054351 GARVEY-ALTIZER, CHERYL v. COUNTY OF PLACER

Defendants City of Lincoln and County of Placer's Demurrer to Plaintiff Cheryl Garvey-Alitzer's third Amended Complaint

Preliminary Matters

Defendants' request for judicial notice is granted.

Ruling on Demurrer

Defendants demur to the fifth and sixth cause of action in plaintiff's third amended complaint ("TAC") on the grounds the TAC does not allege facts sufficient to state the fifth and sixth causes of action for failure to discharge a mandatory duty pursuant to Gov. Code, § 815.6. A demurrer tests the legal sufficiency of the pleading, not the truth of the plaintiff's allegations or accuracy of the described conduct. (*Bader v. Anderson* (2009) 179 Cal.App.4th 775, 787.) The allegations in the pleading are deemed to be true no matter how improbable the allegations may seem. (*Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.) However, "[i]f the allegations in the complaint conflict with the exhibits, we rely on and accept as true the contents of the exhibits." (*SC Manufactured Homes, Inc. v. Liebert* (2008) 162 Cal.App.4th 68, 83.) The court, however, does not accept the truth of contentions, deductions, or conclusions of law. (*Genesis Environment Services v. San Joaquin Valley Unified Air Pollution Control District* (2003) 113 Cal.App.4th 597, 603.)

Government Code section 815.6 provides that "[w]here a public entity is under a mandatory duty imposed by an enactment that is designed to protect against the risk of a particular kind of injury, the public entity is liable for an injury of that kind proximately caused by its failure to discharge the duty unless the public entity establishes that it exercised reasonable diligence to discharge the duty." (Gov. Code, § 815.6.) In other words, public entities may be liable pursuant to Government Code section 815.6 when "(1) a mandatory duty is imposed by enactment, (2) the duty was designed to protect against the kind of injury allegedly suffered, and (3) breach of the duty proximately caused injury." (*State Dept. of State Hospitals v. Superior Court* (2015) 61 Cal.4th 339, 348.)

Whether a specific enactment creates a mandatory duty depends upon a three-pronged test: "(1) an enactment must impose a mandatory, not discretionary, duty ...; (2) the enactment must intend to protect against the kind of risk of injury suffered by

the party asserting section 815.6 as a basis for liability . . .; and (3) breach of the mandatory duty must be a proximate cause of the injury suffered." (*Becerra v. County of Santa Cruz* (1998) 68 Cal.App.4th 1450, 1458.)

Plaintiff cites the following enactments in the TAC to support their cause of action for failure to discharge a mandatory duty pursuant to Government Code section 815.6 against moving defendants: 17 CCR § 2606(b); Lincoln Municipal Code §§ 6.08.010(2) and (4), 6.12010(1), 6.12.040, 6.20.010(3); Placer County Municipal Code generally; Placer County Municipal Code §§ 6.04.050(B) and (D), 6.08.010(A), 6.16.020(3), and 6.20.010(C).

Here, when taking the factual allegations in the TAC as true, plaintiff does not allege facts sufficient to state a cause of action against either defendant for failure to discharge a mandatory duty pursuant to Government Code section 815.6 because none of the cited enactments impose a mandatory duty on defendants.

Nor does plaintiff meet her burden to establish how an amendment would cure these defects. (*Schifando v. City of Los Angeles* (2003) 31 Cal.4th 1074, 1081.)

Accordingly, defendants demurrer is sustained in its entirety without leave to amend.

11. S-CV-0054704 DUPONT, DONALD F. JR v. CONFIDANT BOARD

Defendants Confidant Board LLC and Arik Levy's Motion for Attorneys' Fees

Defendants move for an award of attorneys' fees as the prevailing party pursuant to the attorney's fee provision in the Note Secured by a Deed of Trust and Short Form Deed of Trust and Assignment of Rents in the amount of $198,044.81. (Civ. Code, § 1717, subd. (b)(1); Code Civ. Proc., § 1032, subd. (a)(4).)

The "Note Secured by a Deed of Trust" provides:

> (C) Payment of Lender's Costs and Expenses. If the Lender has required Borrower to pay immediately in full as described above, the Lender will have the right to be paid back for all its costs and expenses to the extent not prohibited by applicable law. Those expenses include reasonable attorney's fees and other expenses and costs provided in this Note and/or the Deed of Trust. A default upon any interest of any Lender shall be a default upon all interests.

The "Short Form Deed of Trust and Assignment of Rents" states

> To protect the security of this deed of trust, Trustor Agrees . . .
> 3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed. . . .
> 10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such, rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

On April 21, 2026, the court entered judgment in favor of defendants and against plaintiffs as to the entire first amended complaint. Additionally, the action is on a contract. (Civ. Code, § 1717; (*Blickman Turkus, LP v. MF Downtown Sunnyvale, LLC* (2008) 162 Cal.App.4th 858, 894.) Thus, defendants are the prevailing parties and attorneys' fees are proper here.

The court must address whether the request for $198,044.81 is reasonable. Determining the reasonable amount of attorneys' fees begins with the lodestar method, that is, the number of hours reasonably expended multiplied by the reasonable hourly rate. (*PLCM Group v. Drexler* (2000) 22 Cal.4th 1084, 1095; *Serrano v. Priest* (*Serrano III*) (1977) 20 Cal.3d 25, 48–49.) The lodestar figure may then be adjusted, based upon factors specific to the case, to fix the fees at a fair market value for the legal services provided. (*PLCM Group v. Drexler*, 22 Cal.4th at p. 1095.) Moreover, "[t]he court may apply a multiplier based on contingent risk,

exceptional skill, or numerous other factors. [Citation.] There is no magic formula; any one factor may justify an enhancement." (*Sonoma Land Trust v. Thompson* (2021) 63 Cal.App.5th 978, 986.)

Defendants break down their attorney's fee request into four categories and the court reviews each category in turn. The court preliminarily observes the time submitted is entirely blockbilled, which "obscured the nature of some of the work claimed, [and] further damage[es] counsel's credibility. Blockbilling, while not objectionable per se in our view, exacerbated the vagueness of counsel's fee request, a risky choice since the burden of proving entitlement to fees rests on the moving party." (*Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1325.)

As to the state court action, the court has carefully reviewed the declaration of counsel Vincent Renda. The court finds the hourly rate of $295 for Robert Wright, Jonathan Choi, and Vincent Renda, and hourly rate of $125 for Laurie Dillon and Kelley Vuong are reasonable for similar legal services within Placer County. Turning next to the question of whether the number of hours expended were reasonable, the court determines that 75 hours are reasonable for Robert Weight, 6.5 hours are reasonable for Jonathan Choi, 70 hours are reasonable for Vincent Renda, 3.6 hours are reasonable for Laurie Dillon, and 80 hours are reasonable for Kelley Vuong.

As to the bankruptcy proceedings and district court action, the court has carefully reviewed the declaration of counsel Vincent Renda. Defendants present sufficient legal authority to recover the reasonable time expended for the bankruptcy actions. (*Circle Star Center Associates, L.P. v. Liberate Technologies* (2007) 147 Cal.App.4th 1203, 1209.) However, defendants do not present sufficient legal authority to recover the time expended for the other federal Eastern District of California actions. The court finds the hourly rate of $225 for Vincent Renda and $87.50 for Ashely Barberini, Laurie Dillon, and Kelly Vuong are reasonable for similar legal services within Placer County. Turning next to the question of whether the number of hours expended were reasonable, the court determines that 45 hours are reasonable for Vincent Renda, 0.2 hours are reasonable for Ashely Barberini, 20 hours are reasonable for Laurie Dillon, and 0.3 hours are reasonable for Kelley Vuong.

As to the related enforcement proceedings, there is insufficient evidence from the attorneys or their firms to support to the requested fees for this category. Accordingly, the court does not award any attorneys' fees for this category.

As to the fees incurred preparing the motion for attorneys' fees, the court has carefully reviewed the declaration of counsel Vincent Renda. The court finds the hourly rate of $295 for Vincent Renda and $125 for paralegal time is reasonable for similar legal services within Placer County. Moreover, the court determines that 2 hours are reasonable for Vincent Renda and 8 hours are reasonable for paralegal time.

In sum, plaintiffs' motion is granted and the court awards plaintiff's attorney's fees in the reduced amount of $68,651.25.

12. S-CV-0054890 COTTER, CHRISTOPHER v. JOHN ADAMS ACAD.

At the direction of the Presiding Judge, the motion for preliminary approval is continued to **December 4, 2026, at 8:30 a.m. in Department 1** to be heard by the **Honorable Christine S. Dehr.**

13. S-CV-0056601 PINK MARTINI 1 v. RHINO HOLDINGS BLUE OAKS

The motion to sever-bifurcate is dropped from calendar in light of the notice of removal to federal court filed with the court on September 28, 2026.

14. S-CV-0057361 TORO v. JOHNSON, WILLIE

Plaintiff's Motion to Consolidate Actions for Order to Transfer Action for Coordination Under Code of Civil Procedure Section 403

Plaintiff moves to consolidate the pending action and the action filed in Sacramento Superior Court (26CV0005215) on March 3, 2024, and to transfer the Sacramento County action to Placer County pursuant to Code of Civil Procedure section 403.

California Rules of Court, Rule 3.500 requires a motion to transfer pursuant to Code of Civil Procedure section 403 to "be supported by a declaration stating facts showing that:
(1) The actions are not complex;
(2) The moving party has made a good-faith effort to obtain agreement to the transfer and consolidation from all parties to the actions; and
(3) The moving party has notified all parties of their obligation to disclose to the court any information they may have concerning any other motions requesting transfer of any case that would be affected by the granting of the motion before the court.

(Cal. Rules of Court, rule 3.500, subd. (c).)

Here, the declaration of counsel filed in support of the motion does not establish any of the matters in California Rules of Court, Rule 3.500, subdivision (c). Accordingly, plaintiff's motion is denied without prejudice.

15. S-CV-0058061 CARAVELLI, DENISE v. KNOLL, DONALD

Defendants Donald William Knoll and Brianna Celine Matheus's Motion for Leave to File Cross-Complaint

Defendants seek leave of court to file a cross-complaint.

A defendant who fails to file a cross-complaint at the time of filing the answer must seek leave from the court to file the cross-complaint. (Code Civ. Proc., §§ 426.50, 428.50, subd. (a).) Leave to file a compulsory cross-complaint is generally granted unless the defendant has not acted in good faith or there is substantial prejudice to the plaintiff if leave is granted. (*Silver Organization Ltd. v. Frank* (1990) 217 Cal.App.3d 94, 98–100; *Foot's Transfer & Storage Co. v. Superior Court* (1980) 114 Cal.App.3d 897, 902–03.)

The proposed cross-complaint alleges causes of action for (1) implied indemnity and total indemnity and (2) declaratory relief—all of which arise from the same transactions as plaintiff's complaint. The court finds no evidence defendants acted in bad faith. The court further finds there is no risk of substantial prejudice to any party if leave is granted.

Accordingly, defendants' motion for leave to file a cross-complaint is granted. Defendants shall file and serve the cross-complaint attached to the declaration of Sara Batres on or before **November 16, 2026.**

16. S-CV-0058338 RYAN, RICHARD v. CITY OF ROSEVILLE

Petitioner's First Amended Petition for Writ of Mandate Under the California Environmental Quality Act (CEQA)

The court observes there is insufficient evidence petitioner has complied with the statutory service requirements. Petitioner shall serve his first amended petition for writ of mandate, notice of election to prepare the administrative record of proceedings, and notice of petitioner's request for hearing on the merits on or before

November 19, 2026. Petitioner shall file a proof of service evidencing the personal service of these documents on or before November 19, 2026.

The court continues the current reserved hearing date on the motion to dismiss from December 11, 2026, in Department 1 to December 17, 2026, at 8:30 a.m. in Department 3.

The court sets a Case Management Conference for January 7, 2026, at 8:30 a.m. in Department 3. The parties shall be prepared to discuss the following at the hearing:

(1) status of service upon or appearance by respondents;
(2) status of administrative record preparation and lodging;
(3) status of mandatory CEQA settlement conference;
(4) conclusions reached after meeting and conferring as required in California Rules of Court, Rule 3.724;
(5) anticipated motions to be filed;
(6) available dates for a hearing on the merits of petitioner's writ of mandate;
(7) setting of briefing schedule; and
(8) any other matters the parties need court direction.

Finally, the court continues the hearing on petitioner's writ of mandate to March 4, 2026, at 8:30 a.m. in Department 3.