SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

DATE: 05/09/25 TIME: 1:30 P.M. DEPT: E CASE NO: CV0002172

PRESIDING: HON. ANDREW SWEET

REPORTER: CLERK: G. STRATFORD

PLAINTIFF: BANK OF AMERICA, N.A. vs. DEFENDANT: KIMBERLY DANIELA RODAS RODAS	

NATURE OF PROCEEDINGS: MOTION – ENTRY OF JUDGMENT

RULING

Plaintiff Bank of America, N.A.'s unopposed Motion for Entry of Judgment Pursuant to Stipulation is granted. The Court will sign the Proposed Order submitted by Plaintiff on February 6, 2025. All future dates in this matter are vacated.

All parties must comply with Marin County Superior Court Local Rules, Rule 2.10(B) to contest the tentative decision. Parties who request oral argument are required to appear in person or remotely by ZOOM. Regardless of whether a party requests oral argument in accordance with Rule 2.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 2.11.

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https://marin-courts-ca-gov.zoomgov.com/j/1615162449?pwd=e5SqeATq2HOsxxD7Fhrl3Q7qPFgFZa.1
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

DATE: 05/09/25 TIME: 1:30 P.M. DEPT: E CASE NO: CV0002325

PRESIDING: HON. ANDREW SWEET

REPORTER: CLERK: G. STRATFORD

PLAINTIFF: WELLS FARGO BANK, N.A. vs. DEFENDANT: DANIELLA FERREIRA	

NATURE OF PROCEEDINGS: 1) MOTION – SUMMARY JUDGMENT
2) CASE PROGRESS CONFERENCE

RULING

The unopposed motion for summary judgment by plaintiff Wells Fargo Bank, N.A. ("Plaintiff") is GRANTED. (Code Civ. Proc., § 437c, subds. (c) and (p)(1).) Plaintiff has met its burden showing no triable issues of material fact exist as to any of the alleged causes of action.

FACTS

Plaintiff filed this action on March 21, 2024, against defendant Daniella Ferreira ("Defendant") alleging causes of action for breach of contract and common counts (money lent, money paid, open book account, and account stated). Defendant filed her answer on May 28, 2024.

Defendant applied to Plaintiff for a credit card account and entered into a written agreement with Plaintiff to be bound by the terms and conditions set forth in the Customer Agreement ("Agreement"), including that use of the issued card constituted acceptance of the Agreement. (Plaintiff's Separate Statement of Undisputed Material Facts ("SS") Nos. 1-3.)[1] Pursuant to the terms of the Agreement, Plaintiff would extend credit to Defendant whereby Defendant could use the credit card, making charges and Defendant would make payments plus any interest incurred. (SS Nos. 4-6.) Plaintiff provided Defendant with monthly statements reflecting all charges, payments, minimum payments due, including fees and interest incurred during that billing period. (SS Nos. 7-8.) There is no record of any unresolved disputes on the account or record of any active lawsuits against Plaintiff for unresolved disputes on the account at issue. (SS Nos. 9-10.)

[1] The Court refers only to the facts supporting Issue No. 1 regarding breach of contract allegations for simplicity, unless otherwise noted. Those facts likewise apply to Issue Nos. 2 -5 as set forth in the SS when applicable, but are numbered differently.

The last payment applied to the account or transaction made by Defendant was on March 16, 2023. (SS No. 11.) No further payments were made by the Defendant and Defendant was in default pursuant to the terms of the Agreement. (SS No. 12.) The balance due on Defendant's account is $30,600.63, resulting in damages to the Plaintiff in the amount of the same. (SS Nos. 13-14.) In addition to Defendant's failure to dispute any of the facts set forth by Plaintiff, Defendant has admitted all of the facts proffered. (SS No. 15.)

STANDARD FOR SUMMARY JUDGMENT

A plaintiff moving for summary judgment meets his or her burden of proof by showing there is no defense to each cause of action by proving each element of the cause of action. (Code Civ. Proc., § 437c(p)(1); see also *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 853 ["summary judgment law in this state no longer requires a plaintiff moving for summary judgment to disprove any defense asserted by defendant as well as prove each element of his own cause of action. . . . All that the plaintiff need do is to 'prove [ ] each element of the cause of action' "].) Once a plaintiff meets this burden, the burden shifts to defendant "to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto." (Code Civ. Proc., § 437c(p)(1).)

DISCUSSION

Plaintiff claims it is entitled to summary judgment against Defendant on the grounds that there is no triable issue of material fact or issue of liability entitling it to summary judgment. (Amended Notice of Motion, pp. 1:28-2:2.) Plaintiff alleges a breach of contract based upon common counts of money lent, money paid, open book account, and account stated against Defendant.

The elements of a breach of contract cause of action are: (1) the existence of a contract; (2) the plaintiff's performance or excuse for nonperformance of the contract; (3) defendant's breach; and (4) damage to plaintiff resulting from the breach. (*State Compensation Ins. Fund v. ReadyLink Healthcare, Inc.* (2020) 50 Cal.App.5th 422, 449 ("*ReadyLink*").)

"A common count alleges in substance that the defendant became indebted to the plaintiff in a certain stated sum, for some consideration such as 'money had and received by the defendant for the use of the plaintiff,' or 'for goods, wares and merchandise sold and delivered by plaintiff to defendant,' or 'for work and labor performed by plaintiff'; and that no part of the sum has been paid." (4 Witkin, Cal. Procedure (5th ed. 2008), Pleading §557, p. 685; *Pike v. Zadig* (1915) 171 Cal. 273, 275.) The only essential allegations are the statement of indebtedness in a certain sum, the consideration—e.g. goods sold, work done, etc., and nonpayment. (*Farmers Ins. Exchange v. Zerin* (1997) 53 Cal.App.4th 445, 460.)

An account stated is "an agreement, based on prior transactions between the parties, that the items of an account are true and that the balance struck is due and owing." (*Maggio, Inc. v. Neal* (1987) 196 Cal.App.3d 745, 752.)

A "book account" is "a detailed statement which constitutes the principal record of one or more transactions between a debtor and a creditor arising out of a contract or some fiduciary relation, and shows the debits and credits in connection therewith, and against whom and in favor of

whom entries are made, is entered in the regular course of business as conducted by such creditor or fiduciary, and is kept in a reasonably permanent form and manner and is (1) in a bound book, or (2) on a sheet or sheets fastened in a book or to backing but detachable therefrom, or (3) on a card or cards of a permanent character, or is kept in any other reasonably permanent form and manner." (Code Civ. Proc., § 337a) A book account is "open" where a balance remains due on the account. (*Interstate Group Administrators, Inc. v. Cravens, Dargan & Co.* (1985) 174 Cal.App.3d 700, 708; *Reigelsperger v. Siller* (2007) 40 Cal.4th 574, 579, fn. 5.)

Here, Plaintiff proffers evidence of the agreement for the credit card, that Plaintiff performed its obligation under the terms of the agreement by extending funds to Defendant for various goods, services, and cash advances, that Defendant failed to honor the obligations under the terms of the credit card agreement by failing to pay the sums owed to Plaintiff, and that Plaintiff is owed a sum certain in the amount of $30,600.63. (SS Nos. 1-14.) All of these facts are admitted by Defendant. (SS No. 15.)

The Court finds that Plaintiff has met its burden establishing each element of its causes of action. (SS Nos. 1-15 as to breach of contract, SS Nos. 16-23 as to money lent, SS Nos. 24-30 as to money paid, SS Nos. 31-40 as to open book account, SS Nos. 41-49 as to account stated.) Without controverting evidence from Defendant, the Court grants Plaintiff's motion for summary judgment.

All parties must comply with Marin County Superior Court Local Rules, Rule 2.10(B) to contest the tentative decision. Parties who request oral argument are required to appear in person or remotely by ZOOM. Regardless of whether a party requests oral argument in accordance with Rule 2.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 2.11.

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

DATE: 05/09/25 TIME: 1:30 P.M. DEPT: E CASE NO: CV2002478

PRESIDING: HON. ANDREW SWEET

REPORTER: CLERK: G. STRATFORD

PLAINTIFF: KEN MAYER vs. DEFENDANT: JOHN KOZUBIK, ET AL	

NATURE OF PROCEEDINGS: MOTION – ATTORNEY'S FEES

RULING

The following tentative decision was originally posted on May 1, 2025:

"Defendants John Kozubik, individually and as trustee of The Kozubik Family Trust and Shannon Kozubik, individually ("Defendants") motion for attorneys fees is granted.

BACKGROUND

This is a dispute over a home renovation. In 2019, Defendants hired Plaintiff Ken Mayer, doing business as Mayer & Company ("Plaintiff"), to serve as the contractor for an extensive home remodeling project. The parties' written contract called for Plaintiff to partially demolish, remodel, and build an addition on the property. Plaintiff hired Reyes Construction to perform "demolition, concrete, framing and siding work." Of the work done on the project in those categories, Reyes Construction performed approximately 90%, with the balance performed by Plaintiff personally.

Defendants paid all of Plaintiff's invoices except the last one, Invoice No. 200310, dated March 10, 2020, which was for $98,449.23.

On August 31, 2020, Plaintiff filed his Complaint alleging that Defendants breached the contract by failing to pay the final invoice, among other alleged breaches. (Complaint, ¶ 15.) Plaintiff additionally asserted causes of action for monies due, quantum meruit, account stated, and foreclosure of mechanic's lien.

On June 27, 2024, after a bench trial pursuant to Business and Professions Code section 731, the Court found: "subcontractor Reyes General Contractors, Inc. and its employee Lorenzo were unlicensed while performing the contract and Plaintiff Ken Mayer may not recovery any money on the unlicensed work done on the project." The Court also set a hearing "on decision on whether unlicensed subcontractor work that has already paid for is in play" and permitted further

briefing on the issue. At the hearing, the Court found Plaintiff was not properly licensed during the entirety of the project and as such was not able to maintain the action. Defendants requested the Court expunge the mechanics lien, which the Court granted. On November 25, 2025, the Court entered judgment in favor of Defendants.

On December 16, 2024, Defendants filed their Memorandum of Costs. Defendants now move for an award of attorney fees and costs of $101,642.46.

LEGAL STANDARD

In general, a prevailing party may recover attorney fees only when a statute or an agreement of the parties provides for fee shifting. (*Santisas v. Goodin* (1998) 17 Cal.4th 599, 606; see also Code Civ. Proc., § 1033.5 (a)(10)(A) [attorney fees allowable as costs under section 1032 when authorized by contract].)

Civil Code section 1717 (a) provides, in part, that:

> In any action on a contract, where the contract specifically provides that attorney's fees and costs, which are incurred to enforce that contract, shall be awarded either to one of the parties or to the prevailing party, then the party who is determined to be the party prevailing on the contract, whether he or she is the party specified in the contract or not, shall be entitled to reasonable attorney's fees in addition to other costs. [¶] Where a contract provides for attorney's fees, as set forth above, that provision shall be construed as applying to the entire contract.... .

(Civil Code, § 1717.)

Attorney fees are available under Civil Code section 1717 only if the party prevails in an action "on a contract." (*Hyduke's Valley Motors v. Lobel Fin. Corp.* (2010) 189 Cal.App.4th 430, 435.) "If a cause of action is 'on a contract,' and the contract provides that the prevailing party shall recover attorney fees incurred to enforce the contract, then attorney fees must be awarded on the contract claim in accordance with Civil Code section 1717. [Citation.]" (*Gil v. Mansano* (2004) 121 Cal.App.4th 739, 742.)

The party seeking an award of fees has the burden of establishing entitlement to an award and of documenting the appropriate hours spent and the hourly rates. (*Lunada Biomedical v. Nunez* (2014) 230 Cal.App.4th 459, 486.) A party who claims that the fees are excessive because too many hours of work are claimed has the burden of identifying the items that are challenged, with sufficient argument and citations to the evidence. General arguments that the fees claimed are excessive, duplicative, or unrelated are insufficient. (*Id.*, at 488.)

DISCUSSION

Plaintiff initially argues the motion is "premature" because he has appealed the judgment. Under Code of Civil Procedure section 916, subdivision (a), the filing "of an appeal stays proceedings in the trial court upon the judgment or order appealed from or upon the matters embraced therein or affected thereby, including enforcement of the judgment or order, but the trial court may proceed upon any other matter embraced in the action and not affected by the judgment or order." Motions for attorney's fees and costs are not affected by an appeal. (*United Grand Corp.*

v. Malibu Hillbillies, LLC (2019) 36 Cal.App.5th 142, 166; *Bankes v. Lucas* (1992) 9 Cal.App.4th 365, 368; *In re Marriage of Sherman* (1984) 162 Cal.App.3d 1132, 1140.) "[T]he filing of a notice of appeal does not deprive the trial court of jurisdiction to award attorney fees as costs post trial." (*Bankes, supra*, 9 Cal.App.4th at 368.) As such, this argument by Plaintiff lacks merit.

On the merits, Defendants seek a total of $101,642.46 in fees and costs. Defendants rely on the parties contract at Section 9 titled "In the Event of a Dispute," which states at paragraph 9.3, "In the event of legal proceedings relating to this Contract, the prevailing party shall be awarded legal fees, costs, and expert expenses, actually incurred." (Complaint, Exh. A.) Here, Defendants are the prevailing parties on the contract because the Court granted judgment in their favor.

Plaintiff argues that the contractual fee provision has not been triggered because attorney fees are only recoverable "as a result of a jury trial or if both parties agree to have the trial heard by a judge." Plaintiff contends this provision is contained within the parties' contract at Exhibit F, paragraph D. Plaintiff purports to quote the language from paragraph D in his opposition, which he represents addresses alternative dispute resolution. However, in the Court's review of the contract Plaintiff attached to the complaint, there is no such paragraph D. The Court additionally disregards the unauthorized sur-reply filed by Plaintiff on April 29, 2024 wherein he asserts prior counsel improperly attached and produced the incomplete contract.

Plaintiff states in passing that Defendants claims to prevailing party status ignores unresolved issues and states the action is "ongoing." (Oppo., p. 4.) However, this argument ignores the judgment.

Defendants request for $101,642.46 in fees and costs is broken down as follows:

Bassi, Edlin, Huie and Blum fees and costs (Pre-litigation counsel):	$16,319.44
Bowles & Verna LLP fees and costs through Dec. 31, 2024:	$85,386.22
Subtotal:	$101,705.66
Less Costs listed on memorandum of costs filed Dec. 16, 2024:	- $5,258.20
Total through Dec. 31, 2024:	$96,447.46
Plus fees and costs associated with this motion:	$5,195.00
Total sought:	$101,642.46

Plaintiff generally argues the fee request is excessive and unreasonable because the "time was not reasonably incurred, duplicative work, excessive hourly rates and charges for clerical tasks." (Oppo., p. 4.) "Ascertaining the fee amount is left to the trial court's sound discretion." (*Christian Research Inst., supra*, 165 Cal.App.4th 1315, 1321 citing *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132; see also *Jackson v. Yarbray* (2009) 179 Cal.App.4th 75, 92 [the court is not constrained by the amount sought by the prevailing party and must only award a "reasonable" amount].) The Court may rely on its own experience in determining whether the hourly rate sought or hours spent in the matter are reasonable. (*EnPalm, LLC v. Teitler* (2008) 162 Cal.App.4th 770, 774.)

The Court has reviewed the declarations filed in support of the motion, and the billing statements and finds the hourly rates of $395 and $400 reasonable and consistent with the rates charged in the community. Having determined that the requested hourly rate is reasonable, the Court must consider whether the number of hours Defendant's attorney spent on litigation were reasonable. (*Serrano v. Priest (Serrano III)* (1977) 20 Cal.3d 25, 48-49.) Generally, hours are reasonable if they were necessary to the conduct of the litigation. (*Robertson v. Fleetwood Travel Trailers of California, Inc.* (2006) 144 Cal.App.4th 785, 818.) If presented with detailed and comprehensive billing records, it is incumbent on a party opposing an attorney fee motion to provide some explanation why the efforts of counsel were inefficient or duplicative. (*Christian Research Inst. v Alnor* (2008) 165 Cal.App.4th 1315, 1321.) The hours spent both in prelitigation activity by Bassi, Edlin, Huie and Blum and the nearly four and one half years of litigation work by Bowles & Verna LLP appear reasonable and necessary. Plaintiff fails to challenge any specific rates or time entries that he contends are excessive.

Therefore, the Court finds it appropriate to award attorney fees and costs in the amount requested. As such, the Court grants the motion for attorney fees."

All parties must comply with Marin County Superior Court Local Rules, Rule 2.10(B) to contest the tentative decision. Parties who request oral argument are required to appear in person or remotely by ZOOM. Regardless of whether a party requests oral argument in accordance with Rule 2.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 2.11.

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

DATE: 05/09/25 TIME: 1:30 P.M. DEPT: E CASE NO: CV0004680

PRESIDING: HON. ANDREW SWEET

REPORTER: CLERK: G. STRATFORD

PLAINTIFF: TAMBA BANDABAILA, AN INDIVIDUAL vs. DEFENDANT: MARIN GENERAL HOSPITAL, A CALIFORNIA CORPORATION DOING BUSINESS AS MARINHEALTH MEDICAL CENTER, ET AL	

NATURE OF PROCEEDINGS: DEMURRER

RULING

Defendant Marin General Hospital d/b/a MarinHealth Medical Center's ("Marin General Hospital" or "Defendant") demurrer to Plaintiff Tamba Bandabaila's ("Bandabaila" or Plaintiff") First Amended Complaint ("FAC") is OVERRULED.

REQUESTS FOR JUDICIAL NOTICE

Defendant's Requests for Judicial Notice Nos. 1, 3, and 4 are GRANTED. (Evid. Code, § 452, subds. (c), (d), (h).) However, Request No. 2 (collective bargaining agreement ("CBA") between Marin General and Teamsters Union Local 856 from July 1, 2017, through June 30, 2021) is DENIED.

While Defendant is correct that judicial notice of a CBA and its legal effect may be taken in some circumstances, in this case, Plaintiff argues that "purported CBA is invalid or at the very least there is a factual dispute as to the validity and applicability of a CBA in this matter." (See Oppo., 3:2-7; *Lefevre v. Pac. Bell Directory*, No. 14-CV-03803-WHO, 2014 WL 5810530, *2 (N.D. Cal. Nov. 7, 2014) [Judicial notice is improper if a Plaintiff disputes "whether the CBA is valid, how it operates, and if the factual calculations about it are correct."].) Moreover, Plaintiff raises the issue that the CBA attached to Request No. 2 only covers a portion of the class period at issue in the FAC. For these reasons, judicial notice of the purported legal effect of the CBA or a finding that Plaintiff's claims are preempted would be premature at this stage in the pleadings.

BACKGROUND

Plaintiff, on behalf of himself and others similarly situated, filed this wage and hour class action against his former employer, Marin General Hospital, on November 8, 2024. The FAC was filed on January 14, 2025. The FAC alleges that Plaintiff worked for Defendant as an hourly, non-exempt employee. (FAC., ¶ 4.) Plaintiff alleged that Defendant committed a number of wage and hour violations with regard Plaintiff and other class members. Plaintiff's causes of action are as follows: 1. Failure to Pay Minimum Wages; 2. Failure to Pay Wages and Overtime Under Labor Code section 510; 3. Meal Period Liability Under Labor Code section 226.7; 4. Rest-Break Liability Under Labor Code section 226.7; 5. Violation of Labor Code section 226(a); 6. Violation of Labor Code section 203; 7. Failure to Keep Required Payroll Records under Labor Code sections 1174 and 1174.5; 8. Failure to Reimburse Necessary Business Expenses section 2802; and 9. Violation of Business & Professions Code section 17200 et seq.; and 10. Penalties under the Private Attorneys General Act of 2004.

LEGAL STANDARD

The function of a demurrer is to test the legal sufficiency of the challenged pleading. (*Hernandez v. City of Pomona* (1996) 49 Cal.App.4th 1492, 1497.) As a general rule, in testing a pleading against a demurrer, the facts alleged in the pleading are deemed to be true, however improbable they may be. (*Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.) The court gives the pleading a reasonable interpretation by reading it as a whole and all of its parts in their context. *(Moore v. Regents of Univ. of Calif.* (1990) 51 Cal.3d 120, 125.)

In a demurrer proceeding, the defects must be apparent on the face of the pleading or via proper judicial notice. (*Donabedian v. Mercury Ins.* Co. (2004) 116 Cal.App.4th 968, 994.) The face of the complaint includes matters shown in exhibits attached to the complaint and incorporated by reference. (*Frantz v. Blackwell* (1987) 189 Cal.App.3d 91, 94.) "The only issue involved in a demurrer hearing is whether the complaint, as it stands, unconnected with extraneous matters, states a cause of action." (*Hahn v. Mirda* (2007) 147 Cal.App.4th 740, 747.)

If the complaint fails to state a cause of action, the court must grant the plaintiff leave to amend if there is a reasonable possibility that the defect can be cured by amendment. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 317.) The onus is on the plaintiff to articulate the "specifi[c] ways" to cure the identified defect, and absent such an articulation, a trial or appellate court may grant leave to amend "only if a potentially effective amendment [is] both apparent and consistent with the plaintiff's theory of the case." (*Shaeffer v. Califia Farms, LLC* (2020) 44 Cal.App.5th 1125, 1145.)

DISCUSSION

Defendant demurs to the 2nd and 5-8th Causes of Action on the grounds that they are preempted by applicable laws due to the CBA between the parties, and to the 1st-9th Causes of Action on the grounds that each cause of action fails to allege facts sufficient to constitute a cause of action (Code Civ. Proc., § 430.10, subd. (e)), is uncertain (*Id.*, subd. (f) to the "formulaic" nature of the allegations).

Preemption

Defendant argues that Plaintiff's Second, Fifth, Sixth, Seventh, and Eighth Causes of Action are directly and/or derivatively based on the alleged failure to pay overtime wages under California law. Defendant contends that since these claims rely on statutes that are expressly inapplicable to employees bound by a collective bargaining agreement, they are therefore preempted.

For the reasons discussed above, the Court denied Request for Judicial Notice No. 2 (the CBA). While this substantive issue will need to be dealt with, it is not presently before the Court on demurrer. The demurrer on this ground is therefore overruled.

Formulaic Recitations

Defendant next argues that all of the cases of action and class claims are "merely formulaic recitations" of the elements of a cause of action and do not meet basic pleading requirements.

A complaint is sufficient if it contains "[a] statement of the facts constituting the cause of action, in ordinary and concise language." (Code Civ. Proc., § 425.10, subd. (a); see *Doe v. City of Los Angeles* (2007) 42 Cal.4th 531, 550.) Under this standard, a pleading is ordinarily sufficient "if it alleges ultimate rather than evidentiary facts." (*Foster v. Sexton* (2021) 61 Cal.App.5th 998, 1019–20; citing *Doe*, at p. 550.) A plaintiff is required only to set forth the essential facts with "particularity sufficient" to acquaint a defendant with the nature, source and extent of the plaintiff's cause of action. (*Thomas v. Regents of Univ. of California* (2023) 97 Cal.App.5th 587, 611, reh'g denied (Dec. 29, 2023), review denied (Feb. 28, 2024). Internal citations omitted.) "Under this doctrine of less particularity, less specificity is required in pleading matters of which the defendant has superior knowledge." (*Ibid.*) A plaintiff need not particularize matters presumptively within the knowledge of the demurring defendant. (*Id.* at p. 612.) A complaint will be upheld so long as the pleading gives notice of the issues sufficient to enable preparation of a defense. (*Ibid.*)

Having reviewed the FAC, the Court concludes that each cause of action pleads sufficient facts to apprise Defendant of the nature, source, and extent of each cause of action. (See FAC, ¶¶ 13, 14, 16, 17, 20, 21, 23-27, 46, 61, 68, 69, 75, 82, 89, 90, 95, 99, 106, 108, 114, 118, etc.)

For these reasons, the demurrer on this ground is also overruled.

All parties must comply with Marin County Superior Court Local Rules, Rule 2.10(B) to contest the tentative decision. Parties who request oral argument are required to appear in person or remotely by ZOOM. Regardless of whether a party requests oral argument in accordance with Rule 2.10(B), the prevailing party shall prepare an order consistent with the announced ruling as required by Marin County Superior Court Local Rules, Rule 2.11.

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