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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 23 2018

E. Rodriguez

KKI
JUL 23 2018

Attorney for Plaintiff, JANET CARRILLO

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE

-000-

JANET CARRILLO, an individual,

Case No.

1814938

Plaintiff

COMPLAINT FOR DAMAGES

v.

KAISER FOUNDATION HOSPITALS, a
California Corporation; KAISER
FOUNDATION HEALTH PLAN, INC., a
California Corporation; SOUTHERN
CALIFORNIA PERMANENTE MEDICAL
GROUP, a Partnership; BICH NGOC
NGUYEN-DO, an individual; and DOES 1
through 50, inclusive,

1. Medical Malpractice
2. Violation of the Emergency Medical Treatment and Labor Act (42 USC § 1395dd)

Defendants.

UNLIMITED CIVIL
Amount demanded exceeds \$25,000

Plaintiff, JANET CARRILLO, alleges:

1. Plaintiff, JANET CARRILLO, is, and at all times herein mentioned was, an individual residing in Riverside County, California.
2. Defendant, KAISER FOUNDATION HOSPITALS is, and at all times herein mentioned was, a corporation, organized and existing under the laws of the State of California, with its principal place of business located in the City of Oakland, County of Alameda, California. At all times herein mentioned, Defendant KAISER FOUNDATION HOSPITALS conducted business in the County of Riverside.

COMPLAINT FOR DAMAGES

-1-

1 3. Defendant, KAISER FOUNDATION HEALTH PLAN, INC. is, and at all times herein
2 mentioned was, a corporation, organized and existing under the laws of the State of California, with its
3 principal place of business located in the City of Oakland, County of Alameda, California. At all times
4 herein mentioned, Defendant KAISER FOUNDATION HEALTH PLAN, INC. conducted business in
5 the County of Riverside.

6 4. Defendant, SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP is, and at
7 all times herein mentioned was, a partnership, and is sued herein under the name it has assumed, with its
8 principal office located in the City of Pasadena, County of Los Angeles, California. At all times herein
9 mentioned, Defendant SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP conducted
10 business in the County of Riverside.

11 5. Defendant, BICH NGOC NGUYEN-DO, is, and at all times herein mentioned was, an
12 individual, and a registered nurse and nurse midwife, licensed to practice in the State of California, and a
13 resident of the City of Temecula, County of Riverside, California.

14 6. Plaintiff is ignorant of the true names and capacities of defendants who will be sued as
15 DOES 1 through 50, inclusive, and therefore will sue these defendants by such fictitious names.
16 Plaintiff will amend this complaint to allege their true names and capacities when ascertained. Plaintiff
17 is informed and believes and thereon alleges that each of the fictitiously named defendants is negligently
18 responsible in some manner for the occurrences herein alleged, and that Plaintiff's injuries as herein
19 alleged were proximately caused by the negligence of these defendants.

20 7. The acts, omissions and events complained of herein occurred in the City of Riverside,
21 County of Riverside, California.

22 8. At all times herein mentioned, KAISER FOUNDATION HOSPITALS, KAISER
23 FOUNDATION HEALTH PLAN, INC., SOUTHERN CALIFORNIA PERMANENTE MEDICAL
24 GROUP (hereinafter referred to as "Kaiser Defendants"), BICH NGOC NGUYEN-DO, and DOES 1
25 through 30, and each of them, were either a) physicians and surgeons licensed to practice medicine and
26 perform surgery under the laws of the State of California and were engaged in the practice of medicine
27 in Riverside, California; b) nurses, technicians, aides, laboratory assistants, x-ray assistants, or other
28 medical professionals; or c) an entity medical provider, medical care facility or hospital. Each of these

1 defendants held themselves out as possessing that degree of skill, ability and learning common to health
2 care providers in the community, specializing and possession expertise in the examination, diagnosis,
3 advise, care and treatment of the medical condition afflicting the Plaintiff as herein alleged.

4 9. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned
5 each of the defendants was the agent or employee of each of the remaining defendants, and in doing the
6 things alleged below, was acting within the scope of such agency.

7 10. Plaintiff gave written notice to the Defendants of her intent to commence this action,
8 pursuant to Code of Civil Procedures, Section 364, on April 5, 2018.

9 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

10 **-o0o-**

11 11. Plaintiff re-alleges paragraphs 1 through 10, inclusive, and incorporates the allegations in
12 those paragraphs as if alleged fully herein.

13 12. On July 23, 2017, at approximately 8:30 am, Plaintiff presented to Kaiser Defendants'
14 facility in Riverside with complaints of contractions. On that date, Plaintiff was pregnant, and was 40
15 weeks and one day into her pregnancy. Plaintiff was complaining of severe contractions which she had
16 timed at five minutes apart.

17 13. Due to a history of macrosomia, Plaintiff's pregnancy was considered high-risk, and was
18 closely being monitored by her treating physician.

19 14. Plaintiff was evaluated at the Labor and Delivery Department of Kaiser Defendants'
20 Riverside facility by Defendant NGUYEN-DO. The examination revealed that Plaintiff's cervix was
21 dilated at 2 cm, with 70% effacement, and fetal station of -2. Defendant NGUYEN-DO determine that
22 Plaintiff was suffering from false labor and was discharged from Defendants' facility at approximately
23 10:30 am. Plaintiff was advised that she should deliver her baby at the Defendants' Moreno Valley
24 facility. As to her painful contractions, Plaintiff was told to "walk it off".

25 15. On July 23, 2018, at approximately 8:00 pm, Plaintiff again presented to the Labor and
26 Delivery department of Kaiser Defendants' Riverside facility. Again, Plaintiff complained of severe
27 contractions, 3 to 5 minutes apart, and severe pain.

1 16. Plaintiff was again evaluated by Defendant NGUYEN-DO. The examination revealed
2 that Plaintiff's cervix had dilated to 3.5 cm, with 90% effacement, and fetal station of -2. Again,
3 Defendant NGUYEN-DO gave a diagnosis of false labor. Defendant NGUYEN-DO offered Plaintiff
4 pain medication and bedrest, after which time Plaintiff was discharged.

5 17. Within hours of being released from Kaiser Defendants' facility, Plaintiff gave birth to
6 her daughter. The birth occurred on the bathroom floor of Plaintiff's home, and Plaintiff did not receive
7 any medication for pain.

8 18. Plaintiff is informed and believes and thereon alleges that the Defendants have executed a
9 Medicare provider agreement with the federal government pursuant to 42 U.S.C. § 1395cc.

10 FIRST CAUSE OF ACTION

11 Medical Malpractice – Against All Defendants

12 -000-

13 19. Plaintiff re-alleges paragraphs 1 through 18, inclusive, and incorporates the allegations in
14 those paragraphs as if alleged fully herein.

15 20. On the above date, the defendants, and each of them, undertook the care, treatment and
16 examination of Plaintiff in order to treat her for active delivery of her baby, in that the Defendants, and
17 each of them, admitted Plaintiff into Kaiser Defendants' facility, to perform medical examinations, yet
18 failed to provided Plaintiff with proper medical care, treatment or safe and sanitary facilities, which
19 resulted in the Defendants' failure to properly diagnose and treat Plaintiff's active labor.

20 21. In undertaking the above mentioned examinations, care and treatment of Plaintiff, the
21 Defendants, and each of them, so negligently and tortuously failed to possess or exercise that degree of
22 knowledge or skill that would ordinarily be possessed and exercised by physicians, surgeons, nurses,
23 certified nursing midwives, technicians, aides, laboratory assistants, x-ray assistants, other medical
24 professionals or an entity medical provider, hospital or medical care facility and the like, engaged in said
25 professions in the same locality as Defendants, and each of them, in that said Defendants, and each of
26 them, negligently and wrongfully failed to properly and correctly diagnose, render care and treatment, to
27 perform proper procedures on, and prescribe and administer medicine and drugs for the condition of
28 Plaintiff.

COMPLAINT FOR DAMAGES

1 and that she was considered a high-risk pregnancy, the Defendants did not conduct a proper medical
2 examination of Plaintiff, including any diagnostic imaging and cardiotocography, failed to monitor her
3 condition during Plaintiff's visits to the Riverside facility, and failed to obtain proper certification prior
4 to discharge of Plaintiff to ensure that discharge would not pose an unreasonable risk to Plaintiff or her
5 baby.

6 29. Pursuant to 42 U.S.C. § 1395dd, hospitals and health facilities which execute a Medicare
7 provider agreement are obligated to treat patients in accordance with the Emergency Medical Treatment
8 and Active Labor Act (hereinafter, "EMTALA").

9 30. For the purposes of the EMTALA, "Labor" means the process of childbirth beginning
10 with the latent or early phase of labor and continuing through the delivery of the baby and placenta. A
11 woman experiencing contractions is in true labor unless a physician, certified nurse-midwife, or other
12 qualified medical person acting within his or her scope of practice as defined in hospital medical staff
13 bylaws and State law, certifies that, after a reasonable time of observations, the woman in is false labor.

14 31. For the purposes of EMTALA, "Active Labor" occurs when there is inadequate time to
15 effect safe transfer to another hospital prior to deliver or a transfer or discharge may pose a threat to the
16 health and safety of the patient of unborn child. Active Labor is considered an emergency medical
17 condition under EMTALA.

18 32. Under EMTALA, Kaiser Defendants had a duty to Plaintiff to provide an appropriate
19 medical screening examination within their capabilities to determine whether or not she was suffering
20 from an emergency medical condition, including active labor.

21 33. Under EMTALA, Kaiser Defendants owed a duty to Plaintiff to stabilized Plaintiff prior
22 to her discharge, which includes delivery of her child and placenta.

23 34. Under EMTALA, Kaiser Defendant owed a duty to Plaintiff to not transfer or discharge
24 her from their facility without first obtaining a certification from a physician that, based upon the
25 reasonable risks and benefits to Plaintiff, and based on the information available at the time, the medical
26 benefits reasonably expected from the provision of appropriate medical treatment at another medical
27 facility outweigh the increased risks to the Plaintiff from effecting the transfer or discharge.

1 35. The Kaiser Defendant breached their duty under the EMTALA by failing to conduct a
2 full and complete medical screening examination on Plaintiff, treated Plaintiff disparately from other
3 similarly situated patients, departed from their standard medical screening examinations of patients with
4 complaints and symptoms similar to those of Plaintiff, failed to adhere to their own standard policies,
5 procedures, protocols, care paths and/or critical pathways for patients in similar medical circumstances
6 as Plaintiffs, and failed to perform a medical screening examination of Plaintiff within the capabilities of
7 the Kaiser Defendant's facility.

8 36. Kaiser Defendants breached their duty to Plaintiff under the EMTALA by failing to
9 admit Plaintiff to their facility for delivery of her baby.

10 37. Kaiser Defendant breached their duty to Plaintiff under the EMTALA by failing to first
11 obtain certification from a physician that discharge would not result in an unnecessary risk to Plaintiff or
12 her child.

13 38. As a direct and proximate result of the acts and omissions of the Defendants, and each of
14 them, Plaintiff sustained serious and severe personal injuries and pain, mental and emotional anxiety,
15 illness, and scarring, and that said injuries have caused, and will continue to cause, Plaintiff to sustain
16 pain, physical disability, disfigurement, mental and emotional anxiety and a disruption of his nervous
17 system, all to his general damages in an amount to be determined according to proof at trial.

18 39. As a further, direct and proximate result of the acts and omission of the Defendants, and
19 each of them, Plaintiff was compelled to and did employ the services of physicians, surgeons, nurses and
20 the like, to handle and care for Plaintiff's treatment, and did incur medical, professional and incidental
21 expenses. Plaintiff is informed and believes and based upon such information and belief alleges that she
22 will necessarily and by reason of his injuries incur additional medical expenses for an indefinite period
23 of time in the future, in an amount to be determined according to proof at trial.

24 40. At the time of the injury stated above, Plaintiff was regularly and gainfully employed.
25 By reason of the injuries sustained as alleged herein, she has been unable to engage in his employment
26 after sustaining those injuries, all to his damage in an amount to be determined according to proof at
27 trial.

1 41. Under 42 U.S.C. § 1395dd (d)(2), Plaintiff may recover those damages available for
2 personal injury under the laws of the State of California for damages.

3 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

- 4 1. For general damages, in a sum according to proof;
5 2. For medical and other special damages, past present and future, in a sum according to proof;
6 3. For loss of earnings and loss of earning capacity, in a sum according to proof;
7 4. For interest provided by law, including but not limited to Civil Code § 3291;
8 5. For costs of suit incurred; and
9 6. For any such further relief as the court may deem proper.

10
11 Dated: July 23, 2018

**THE LAW OFFICE OF
RANDY K. BELL**

12
13
14 By: Randy K. Bell
15 Attorney for Plaintiff, JANET
16 CARRILLO

1. Check **one** box below for the case type that best describes this case:

| | | |
|--|---|---|
| Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) | Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) |
| Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input checked="" type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) | Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) | Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) |
| Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) | Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) | Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (<i>not specified above</i>) (42) |
| Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15) | Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) | Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (<i>not specified above</i>) (43) |

- Date: 07/23/2018
Randy K. Bell
(TYPE OR PRINT NAME)

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/DP/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/DP/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/DP/WD

Non-PI/DP/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/DP/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
4050 Main Street
Riverside, CA 92501
www.riverside.courts.ca.gov

NOTICE OF CASE MANAGEMENT CONFERENCE

CARRILLO VS KAISER FOUNDATION HOSPITALS

CASE NO. RIC1814938

The Case Management Conference is scheduled for 01/22/19 at 8:30 in Department 01.

No later than 15 calendar days before the date set for the case management conference or review, each party must file a case management statement and serve it on all other parties in the case. CRC, Rule 3.725.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 470.6 shall be filed in accordance with that section.

Requests for accommodations can be made by submitting Judicial Council form MC-410 no fewer than five court days before the hearing. See California Rules of Court, rule 1.100.

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing NOTICE on this date, by depositing said copy as stated above.

Court Executive Officer/Clerk

Date: 07/23/18

by: 

ELIZETH RODRIGUEZ, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
4050 Main Street - 2nd Floor
Riverside, CA 92501
www.riverside.courts.ca.gov

NOTICE OF DEPARTMENT ASSIGNMENT

CARRILLO VS KAISER FOUNDATION HOSPITA

CASE NO. RIC1814938

This case is assigned to the HONORABLE Judge Sharon J. Waters in Department 10 for Law and Motion purposes only.

The case is assigned to Honorable Judge John Vineyard in Department 1 for case management hearings (Case Management Conferences, Order to Show Causes, Status Conferences and Trial Setting Conferences) and trial assignment purposes.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

The court follows California Rules of Court, Rule 3.1308(a)(1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law and motion matter are posted on the Internet by 3:00 pm on the court day immediately before the hearing at <http://riverside.courts.ca.gov/tentativerulings.shtml>. If you do not have internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, you must (1) notify the judicial secretary at (760) 904-5722 and (2) inform all other parties, no later than 4:30 pm the court day before the hearing. If no request for oral argument is made by 4:30 pm, the tentative ruling will become the final ruling on the matter effective the date of the hearing.

The filing party shall serve a copy of this notice on all parties.

Requests for accommodations can be made by submitting Judicial Council form MC-410 no fewer than five court days before the hearing. See California Rules of Court, rule 1.100.


CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing NOTICE on this date, by depositing said copy as stated above.

Court Executive Officer/Clerk

Date: 07/23/18

by:



ELIZETH RODRIGUEZ, Deputy Clerk