

**Judge Mosbarger – Law & Motion – Wednesday, August 17, 2022 @ 9:00 AM
TENTATIVE RULINGS**

1. 21CV00759 SIMS, SHARON ET AL V. SINGH, JOBANIT ET AL

EVENT: Defendant/Cross-Defendant/Cross-Complainant Daimler Trust North America LLC's Motion for Protective Order

Defendant/Cross-Defendant/Cross-Complainant Daimler Trust North America LLC's Motion for Protective Order is granted. The Court finds that a non-sharing protective order strikes the appropriate balance between Plaintiffs' need for information to prosecute their claims, and Defendant's need to protect confidential, proprietary, and sensitive information in which it has invested significant time and resources. The Court will sign the proposed Protective Order submitted by Defendant/Cross-Defendant/Cross-Complainant Daimler Trust North America LLC.

2. 21CV01205 LARSEN, AUSTIN V. HARMONY COMMUNITIES, INC.

EVENT: Plaintiff's Motion for Leave to File First Amended Complaint

Plaintiff's Motion for Leave to File First Amended Complaint is unopposed and is granted. The Court will sign the form of order submitted by Plaintiff.

3. 21CV02530 GILL, JANET DIANE, MD V. ENLOE MEDICAL CETNER ET AL

EVENT: Defendant Northstate Anesthesiology Partners, Inc.'s Motion to Compel Arbitration

Defendant's Request for Judicial Notice is granted as to Plaintiff's January 31, 2022 First Amended Complaint and granted as to the existence of Plaintiff's Demands for Arbitration filed with JAMS on September 20, 2021 and May 23, 2022, but not the truth of the matters stated therein.

The Court finds that the arbitration provision in the Shareholder Physician Employment Agreement applies broadly to "any claim or controversy" and specifically includes, without limitation, disputes "arising out of or relating to any provision of" Plaintiff's Shareholder Physician Employment Agreement, and the arbitration provisions apply to the allegations in Plaintiff's First Amended Complaint.

In regard to the third-party exception under subdivision CCP §1281.2(c), the Court notes that such exception exists when the following are present: (1) "[a] party to the arbitration agreement is also a party to a pending court action or special proceeding with a third party"; (2) the third-party action "aris[es] out of the same transaction or series of related transactions"; and (3) "there is a possibility of conflicting rulings on a common issue of law or fact." See CCP §1281.2(c). If all three of these conditions are satisfied, then CCP §1281.2(c) grants a trial court discretion to either deny or stay arbitration despite an agreement to arbitrate the dispute. *Acquire II, LTD v. Colton Real Estate Group* (2013) 213 Cal.App.4th 959, 967-968. The Court finds that all three conditions have been satisfied and therefore, the Court has discretion

to enforce the arbitration provisions of the Shareholder Physician Employment Agreement. Here, the Court in its discretion concludes that if the Court denies Defendant's Motion and requires Defendant to litigate half of Plaintiff's claims in state court while the other claims remain in arbitration, there is a substantial risk of conflicting rulings of law or fact against Defendant as well as a potential for double recovery. The Motion is granted and the Court will sign the form of order submitted by Defendant.

In light of this ruling, the Court continues the August 31, 2022 Case Management Conference to December 14, 2022 at 10:30 a.m. Case Management Conference Statements are to be timely filed and served.

4. 22MH00345 PETITION OF: KENDRICK, SAMANTHA ELIZABETH

EVENT: Petition for Relief from Firearms Prohibition

The Court will conduct a hearing.