1. DELGADILLO, ET AL. v. AMERICAN FAMILY MUT. INS. CO., 25CV1336

Demurrer

On March 27, 2026, pursuant to Code of Civil Procedure section 430.10, subdivision (e), defendants American Family Mutual Insurance Company ("American Family") and Homesite Insurance Company of the Midwest ("Homesite;" collectively, "defendants") filed a general demurrer to plaintiffs Ana Delgadillo's, Edelmira Barrera's, and Brandt Stites's (collectively, "plaintiffs") second amended complaint ("SAC"). Defense counsel declares she sent each plaintiff a meet and confer letter and/or email. (Meconis Decl., ¶ 3; see Code Civ. Proc., § 430.41, subd. (a).) Plaintiffs Stites and Delgadillo responded that they believe the SAC is sufficient; plaintiff Barrera did not respond. (Meconis Decl., ¶ 4.)

Plaintiffs, who are each proceeding in *pro per*, filed no opposition.

1. Legal Principles

"[A] demurrer challenges only the legal sufficiency of the complaint, not the truth or the accuracy of its factual allegations or the plaintiff's ability to prove those allegations." (*Amarel v. Connell* (1998) 202 Cal.App.3d 137, 140.) A demurrer is directed at the face of the complaint and to matters subject to judicial notice. (Code Civ. Proc., § 430.30, subd. (a).) All properly pleaded allegations of fact in the complaint are accepted as true, however, improbable they may be, but not the contentions, deductions or conclusions of fact or law. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318; *Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.) A judge gives "the complaint a reasonable interpretation, reading it as a whole and its parts in their context." (*Blank*, *supra*, 39 Cal.3d at p. 318.)

2. Discussion

2.1. First C/A for Breach of Contract

With respect to plaintiff Barrera, defendants point out that the court sustained their previous demurrer and denied Barrera leave to amend the first and second causes of action. Despite this, plaintiff Barrera still alleges breach of contract against defendants in the SAC.

The court's reasoning in its previous ruling was that plaintiff Barrera was not a contracting party, and, because Barrera did not own the home, there was no reasonable likelihood that amendment could cure the defect. Upon further review,[1] however, the court finds that, although plaintiff Barrera may not have been a contracting party, the SAC sufficiently alleges she is a third-party beneficiary because, as a resident-relative of plaintiff Delgadillo, Barrera is one of a class for whose benefit the policy was expressly made. (FAC, Ex. 1 at "Definitions," ¶ B.5.(a)(1) [" 'Insured' means: a. You and residents of your household who are: (1) Your relatives…."]; Civ. Code, § 1559; *Johnson v. Holmes Tuttle Lincoln-Merc.* (1964) 160 Cal.App.2d 290, 297.) A third-party beneficiary may enforce a contract expressly made for her benefit. (Civ. Code, § 1559; *Murphy v. Allstate Ins. Co.* (1976) 17 Cal.3d 937, 943; see also *Northwestern Mut. Ins. Co. v. Farmers' Ins. Group* (1978) 76 Cal.App.3d 1031, 1044 ["It is fundamental that the right of a third party beneficiary to enforce a promise made for his benefit does not depend on his having given consideration therefor."].)

Therefore, the court, on its own motion, amends its previous order denying plaintiff Barrera leave to amend. (*Le Francois*, *supra*, 35 Cal.4th at pp. 1108–1109.) Upon request, the court would allow further briefing on the issue of plaintiff Barrera's contractual relationship with defendants. Absent such request, the court will proceed based on the above-finding that, as an additional insured and a third-party beneficiary, plaintiff Barrera may enforce the terms of the policy along with plaintiffs Delgadillo and Stites.

[1] A trial court has the inherent authority to alter or amend its own interim rulings in the same case. (*Le Francois v. Goel* (2005) 35 Cal.4th 1094, 1096–1097; *In re Marriage of Nicholas* (2010) 186 Cal.App.4th 1566, 1577–1578.)

Next, American Family only (not Homesite) argues the first cause of action fails because there is no contractual relationship between the plaintiffs and American Family. The SAC alleges that both American Family and Homesite issued the subject-policy. (SAC, ¶ 11.) The policy attached as an exhibit to the FAC, and incorporated into the SAC by reference, however, provides otherwise. It omits any reference to American Family. Facts appearing in exhibits attached to the complaint are given precedence over inconsistent allegations in the complaint. (*Genis v. Schainbaum* (2021) 66 Cal.App.5th 1007, 1015; *Moran v. Prime Healthcare Management, Inc.* (2016) 3 Cal.App.5th 1131, 1145–1146.)

Here, the information on the four corners of the subject-policy show that only Homesite issued the policy. Although the SAC alleges American Family issued the policy, that allegation is inconsistent with the exhibit incorporated by reference. Therefore, in this situation, the court must rely on the exhibit, not the allegation.

The SAC alternatively alleges that American Family is liable for breach of contract under the "alter ego" doctrine:

> In 2023, after the damages claim at issue in this action was submitted, every time Plaintiffs tried to contact Homesite they were always routed to [American Family] employees / claim adjusters / managers, who made the decisions on Plaintiffs' roof-related damages claim and committed the wrongful acts complained of herein. Throughout the handling of the roof-related damages claim that gave rise to this action, [American Family] acted in such a way that any reasonable person like Plaintiffs would rationally believe Homesite was the mere alter ego of [American Family], and that [American Family] shared a unity of interest with Homesite in withholding and denying the Policy benefits that Plaintiffs needed to repair the Home. Put simply, though Homesite's name is on the Policy / contract at issue in this action, [American Family] called all the shots for Homesite that triggered this action. Therefore, to uphold the fiction of two separate corporate entities would promote injustice and essentially sanction a fraud by allowing [American Family] to hide behind one of its subsidiary corporations and use Homesite as a liability shield for [American Family's] fraudulent and tortious actions.

(SAC, ¶ 42.)

"The essence of the alter ego doctrine is that justice be done. 'What the formula comes down to, once shorn of verbiage about control, instrumentality, agency, and corporate entity, is that liability is imposed to reach an equitable result.' " (*Mesler v. Bragg Management Co.* (1985) 39 Cal.3d 290, 301.)

" 'In California, two conditions must be met before the alter ego doctrine will be invoked. First, there must be such a unity of interest and ownership between the corporation and its equitable owner that the separate personalities of the corporation and the shareholder do not in reality exist. Second, there must be an inequitable result if the acts in question are treated as those of the corporation alone.' " (*Troyk v. Farmers Group*, *Inc.* (2009) 171 Cal.App.4th 1305, 1341.) "Factors for the trial court to consider include the commingling of funds and assets of the two entities, identical equitable ownership in the two entities, use of the same offices and employees, disregard of corporate formalities, identical directors and officers, and use of one as a mere shell or conduit for the affairs of the other. [Citation.] 'No one characteristic governs, but the courts must look at all the circumstances to determine whether the doctrine should be applied.' " (*Id.*, at p. 1342.)

American Family argues "[t]he SAC does not allege any facts, as opposed to conclusions and speculation to meet" the pleading requirements of the alter ego doctrine. (Dem. at 14:15–16.) The court disagrees. The SAC alleges that, American Family bought Homesite in 2013. (SAC, ¶ 41.) Every time plaintiffs tried to contact Homesite, plaintiffs were allegedly re-routed to American Family. (SAC, ¶ 42.) Additionally, American Family allegedly "called all the shots for Homesite." (SAC, ¶ 42.) Liberally construing the allegations of the SAC, as the court must do on demurrer, the court finds that the SAC sufficiently alleges American Family is liable for breach of contract. Therefore, the demurrer is overruled as to all three plaintiffs, including plaintiff Barrera.

2.2. Second C/A for Breach of Implied Covenant

For the same reasons as discussed under the first cause of action for breach of contract, the court overrules the demurrer as to all three plaintiffs, including plaintiff Barrera.

2.3. Third C/A for Fraud

Defendants argue that (1) the SAC still fails to plead fraud with specific particularity; and (2) plaintiffs allege they did not believe defendants' alleged misrepresentations regarding the repair costs.

The court agrees that, with respect to the alleged misrepresentations regarding repair costs, plaintiffs allege they did not believe defendants' representations. Therefore, plaintiffs have not stated a claim for fraud based on such representations.

However, the court focuses on the allegations in the SAC that, after receiving Goldfarb's bid in June 2023, American Family "reps" constantly claimed that "if Plaintiffs provided Homesite with a competing Bid from a reputable local contractor [American Family] / Homesite would work with Plaintiffs and the local contractor to resolve the problems with Goldfarb's Bid. These representations were knowingly false." (SAC, ¶ 60.) The SAC sufficiently alleges plaintiffs justifiably relied on these representations and submitted a bid from a reputable local contractor. (SAC, ¶ 61.)

Still, plaintiffs have not met the requirement of specificity in this fraud action against corporations. (See, *Tarmann v. State Farm Mut. Auto. Ins. Co.* (1991) 2 Cal.App.4th 153, 157.) The SAC does not allege the names of the persons who made the allegedly fraudulent representation (plaintiffs merely allege "reps"), to whom they spoke, what they said or wrote, and when it was said or written.

The court sustains defendants' demurrer and will provide plaintiffs one further opportunity to amend to cure these defects.

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2.4. Fourth C/A for Elder Abuse

Financial elder abuse of an elder is defined by statute: " 'Financial abuse' of an elder or dependent adult occurs when a person or entity does any of the following: [¶] (1) Takes, secretes, appropriates, obtains, or retains real or personal property of an elder or dependent adult for a wrongful use or with intent to defraud, or both. [¶] (2) Assists in taking, secreting, appropriating, obtaining, or retaining real or personal property of an elder or dependent adult for a wrongful use or with intent to defraud, or both. [¶] (3) Takes, secretes, appropriates, obtains, or retains, or assists in taking, secreting, appropriating, obtaining, or retaining, real or personal property of an elder or dependent adult by undue influence, as defined in Section 15610.70." (Welf. & Inst. Code, § 15610.30, subd. (a).) " 'Elder' means any person residing in this state, 65 years of age or older." (Welf. & Ins. Code, § 15610.27.)

"The Elder Abuse Act … authorizes an action to be brought not only by the elder, but also by the elder's 'personal representative' when the elder is alive but 'lacks capacity pursuant to [s]ection 812[2] of the Probate Code, or is of unsound mind, but not entirely without understanding, pursuant to [section 38] of the Civil Code[3]….' " (*Tepper v. Wilkins* (2017) 10 Cal.App.5th 1198, 1204.) For purposes of Welfare and Institutions Code, section 15610.30, "representative" includes "[a]n attorney-in-fact of an elder or dependent adult who acts within the authority of the power of attorney." (Welf. & Inst. Code, § 15610.30, subd. (d)(2).)

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[2] Probate Code section 812 provides in part, "[A] person lacks the capacity to make a decision unless the person has the ability to communicate verbally, or by any other means, the decision, and to understand and appreciate, to the extent relevant, all of the following: [¶] (a) The rights, duties, and responsibilities created by, or affected by the decision[;] [¶] (b) [t]he probable consequences for the decisionmaker and, where appropriate, the person affected by the decision[;] [¶] (c) [t]he significant risks, benefits, and reasonable alternatives involved in the decision."

[3] Civil Code section 38 provides, "A person entirely without understanding has no power to make a contract of any kind, but the person is liable for the reasonable value of things furnished to the person necessary for the support of the person or the person's family."

Plaintiffs Barrera and Delgadillo both claim elder abuse against all defendants. The SAC alleges Barrera is over the age of 65 and Delgadillo is Barrera's attorney-in-fact acting under a durable power of attorney. (SAC, ¶ 70.)

The SAC alleges that plaintiff Barrera's bedroom in the home was damaged and defendants wrongfully denied the policy benefits that Barrera had a contractual right to collect under the policy. (SAC, ¶¶ 71–72.)

Importantly, however, the SAC does not allege that defendants took, secreted, appropriated, or obtained plaintiff Barrera's bedroom or any of her property contained therein. The cause of action is, in effect, a breach of contract cause of action couched as financial elder abuse—plaintiffs allege defendants failed to pay out the benefits plaintiff Barrera was due for her damaged property under the terms of the policy. This does not constitute financial elder abuse.

The demurrer is sustained without leave to amend, as plaintiffs have had a previous opportunity to do so and there does not appear to be any reasonable possibility that further amendment will cure the defect.

2.5. Fifth C/A for Unfair Business Practices

The court previously overruled defendants' demurrer to this cause of action in the FAC. There is a split of authority as to whether a defendant may properly demur to the amended complaint on grounds that were overruled in a prior demurrer. At least some courts have allowed demurrers to amended pleadings on grounds previously overruled because "[t]he interests of all parties are advanced by avoiding a trial and reversal for defect in pleadings." (*Pacific States Enterprises, Inc. v. City of Coachella* (1993) 13 Cal.App.4th 1414, 1420 (citing text); see, *Pavicich v. Santucci* (2000) 85 Cal.App.4th 382, 389, fn. 3.) The court will follow this authority and permit defendants to demur to the fifth cause of action in the SAC.

Defendants argue that plaintiffs' fifth cause of action is based on alleged unfair insurance claims handling under Insurance Code section 790.03, subdivision (h), and there is no private civil cause of action against an insurer under this section. (Dem. at 17:2–7.) Plaintiffs' fifth cause of action, however, is not brought under Insurance Code section 790.03. It is brought under the Unfair Competition Law, Business and Professions Code section 17200, et seq., which prohibits any unlawful, unfair or fraudulent business act or practice.

The court also notes that Insurance Code section 790.03(h) prohibits various practices that are committed or performed "with such frequency as to indicate a general business practice." (Ins. Code, § 790.03, subd. (h).) At least some of plaintiffs' allegations under the fifth cause of action are specifically isolated to defendants' business practices related to plaintiffs' policy. (SAC, ¶ 76.)

The court overrules defendants' demurrer to this cause of action.

2.6. Sixth C/A for IIED

Defendants generally demur to the sixth cause of action for IIED on the grounds that the FAC fails to allege "extreme and outrageous" conduct.

The elements of a cause of action for IIED are: "(1) extreme and outrageous conduct by the defendant with the intention of causing, or reckless disregard of the probability of causing, emotional distress; (2) the plaintiff has suffered severe or extreme emotional distress; and (3) the defendant's outrageous conduct was the actual and proximate causation of the emotional distress." (*Jackson v. Mayweather* (2017) 10 Cal.App.5th 1240, 1265.) "A defendant's conduct is 'outrageous' when it is so " ' 'extreme as to exceed all bounds of that usually tolerated in a civilized community.' ' " (Citation.] And the defendant's conduct must be " ' 'intended to inflict injury or engaged in with the realization that injury will result.' ' " [Citation.]" (*Hughes v. Pair* (2009) 46 Cal.4th 1035, 1050–1051.) " 'Liability for intentional infliction of emotional distress " 'does not extend to mere insults, indignities, threats, annoyances, petty oppressions, or other trivialities.' [Citation.]" [Citations.] …' " (*Bock v. Hansen* (2014) 225 Cal.App.4th 215, 233.)

The SAC alleges defendants abused their position by intentionally and unreasonably refusing policy benefits, knowing plaintiffs would be susceptible to injuries through mental distress "due to Plaintiff Barrera's fragile condition and the fact that Plaintiffs Delgadillo and Stites had used their life-savings to fix-up the Home they bought with Barrera." (SAC, ¶ 79.)

It is generally true that "outrageous conduct" may be demonstrated where a defendant (1) abuses a relation or position which gives him power to damage the plaintiff's interest; (2) knows the plaintiff is susceptible to injuries through mental distress; or (3) acts intentionally or unreasonably with the recognition that the acts are likely to result in illness through mental distress. (*Bock v. Hansen* (2014) 225 Cal.App.4th 215, 233, quoting *Hailey v. California Physicians' Service* (2007) 158 Cal.App.4th 452, 474.) But, whether plaintiffs' claim measures up is the question.

The court summarizes below the facts in two cases where the Court of Appeal did find outrageous conduct.

In *Younan v. Equifax, Inc.* (1980) 111 Cal.App.3d 498, the Court of Appeal held that the insured sufficiently pled outrageous conduct where he alleged that his disability insurer required him to take a medical examination, but instead of sending him to a medical doctor, sent him to several psychological clinicians, one of whom omitted the results of certain tests in his report. (*Id.*, at pp. 503–505.) After receiving the false report, the insurer denied the insured's claim for disability benefits (*id.*, at p. 506), which denial occurred at a time when he was unable to earn a living to support himself and his family. (*Id.*, at p. 504.)

In *Little v. Stuyvesant Life Ins. Co.* (1977) 67 Cal.App.3d 451—which was not a pleading case but followed a jury verdict for the insured—the Court of Appeal found outrageous conduct when the defendant disability insurer "purposely ignored the great bulk of the medical information it had and withheld that information ... to justify its predetermined course of discontinuing disability benefit payments justly due" under the insured's policy. Specifically, the disability insurer terminated benefits after ignoring "overwhelming" evidence that the insured was totally disabled. (*Id.*, at p. 457.) The insurer then withheld from its evaluating physician information about the insured's job duties and reports from other physicians in order to elicit a proinsurer opinion from the evaluating physician. (*Id.*, at pp. 459–460.) As a result of the termination of benefits, the insured was forced to sell her home and subsequently attempted suicide by ingesting an entire bottle of Valium. (*Id.*, at p. 460.)

Here, plaintiffs do not allege they were disabled or facing a denial of benefits necessary to pay for their daily living expenses. While plaintiffs allege defendants knew plaintiffs Delgadillo and Stites were vulnerable because they had used their life-savings to fix-up the home, they do not allege defendants knew plaintiffs would not have a habitable place to live – nor that such event actually occurred.

The court finds that plaintiffs' SAC still fails to plead outrageous conduct. Instead, plaintiffs have pleaded circumstances constituting breach of contract, based on the allegation that defendants failed to pay out benefits due and owing to plaintiffs under the terms of the insurance policy.

The court sustains the demurrer with a final leave to amend.

TENTATIVE RULING # 1: THE DEMURRER IS SUSTAINED IN PART AND OVERRULED IN PART. AS TO THE FIRST AND SECOND CAUSES OF ACTION, THE DEMURRER IS OVERRULED (AS TO EACH PLAINTIFF'S CLAIM, INCLUDING PLAINTIFF BARRERA'S). AS TO THE THIRD CAUSE OF ACTION, THE DEMURRER IS SUSTAINED WITH A FINAL LEAVE TO AMEND. AS TO THE FOURTH CAUSE OF ACTION, THE DEMURRER IS SUSTAINED WITHOUT LEAVE TO AMEND. AS TO THE FIFTH CAUSE OF ACTION, THE DEMURRER IS OVERRULED. AS TO THE SIXTH CAUSE OF ACTION, THE DEMURRER IS SUSTAINED WITH A FINAL LEAVE TO AMEND. PLAINTIFFS SHALL FILE THEIR AMENDED PLEADING WITHIN 30 DAYS AFTER THE DATE OF SERVICE OF THE NOTICE OF ENTRY OF ORDER.

NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

2. ARANA v. ALONZO, ET AL., 23CV0602

Plaintiff's Motion for Good Faith Settlement

Pending before the court is plaintiff Christopher Arana's ("plaintiff") motion[4] for good faith settlement under Code of Civil Procedure section 877.6.[5] On June 5, 2026, defendant Urreaga, Inc. filed its timely opposition. On June 11, 2026, defendants Paul Windt and EXP Realty of California, Inc. filed their timely opposition. Also on June 11, 2026, defendant John Alonzo filed his timely opposition.

On June 18, 2026, plaintiff filed three separate, timely reply briefs, one directed to each opposition, as well as a declaration from defendant Josie Timmerman.

1. Evidentiary Objections

Defendant Urreaga objects to the following portions of Rafael Crespo's (plaintiff's attorney) declaration: (1) Paragraph 10; (2) Paragraph 13, lines 9 through 11; and (3) Paragraph 14, lines 19 through 21.

The court sustains the objection to Paragraph 10 because it is inadmissible hearsay. The court sustains the objection to Paragraph 13, lines 9 through 11 (regarding the estimated value of plaintiff's total damages) because it lacks foundation. The court sustains the objection to Paragraph 14, lines 19 through 21, because it contains inadmissible settlement negotiations.

[4] Plaintiff's moving papers, filed April 16, 2026, include a document entitled, "Plaintiff Christopher Arana's Application for Order Confirming Good Faith Settlement Pursuant to Civil Code Section 877.6," as well as other references to the filings being part of an application. However, the filings were not served via certified mail or personal service, as would be required for an application for good faith settlement. (Code Civ. Proc., § 877.6, subd. (a)(2).) Instead, notice was given in accordance with Code of Civil Procedure section 1005, subdivision (b). (Code Civ. Proc., § 877.6, subd. (a)(1).) Also, attached to plaintiff's "application" is a memorandum of points and authorities in support thereof. The court construes plaintiff's filing as a motion for good faith settlement, as opposed to an application for good faith settlement.

[5] Further undesignated statutory references are to the Code of Civil Procedure.

The court rules on defendants Windt's and EXP Realty's objections[6] as follows:

1. Paragraph 10 – sustained.
2. Paragraph 9, Ex. 1 – overruled.
3. Paragraph 8 – overruled.
4. Paragraph 11 – overruled. Windt's and EXP Realty's own evidence indicates that Rinat Erlich represents defendant TAG Inspections ("TAG"). Ms. Erlich's statement that she is not counsel of record is not contradictory because TAG has not appeared in this case.
5. Paragraph 13 – sustained in part. The court sustains the objection to the estimated value of plaintiff's total damages due to lack of foundation.
6. Paragraph 14 – sustained.

2. Background

Plaintiff has agreed to settle his claim against TAG for $10,000. To date, TAG has not been served and has not appeared in this action.

On March 30, 2022, plaintiff submitted an offer to purchase a home in South Lake Tahoe, California, from defendant John Alonzo ("Alonzo"). (Compl., ¶ 15.) On April 7, 2022, plaintiff entered into a written agreement with TAG for TAG to conduct a home inspection. (Crespo Decl., Ex. 1.) On April 7, 2022, defendant Josie Timmerman, acting on behalf of TAG, prepared a disclosure report. (Compl., ¶¶ 1, 16.)

Escrow closed on April 27, 2022. (Compl., ¶ 19.)

Plaintiff's real estate agent was defendant Paul Windt ("Windt") of defendant EXP Realty. (Compl., ¶¶ 6, 15.) The complaint alleges that, in deciding to purchase the home, plaintiff relied, in part, upon the following disclosure reports: (1) a report prepared on

[6] The court lists the objections in the order presented by defendants with the corresponding Objection Numbers.

April 7, 2022, by defendant Josie Timmerman, who was acting on behalf of TAG;[7] and (2) a report prepared on April 13, 2022, by defendant Thomas A. La Treille, who was acting on behalf of defendant Frontier Pest Control. (Compl., ¶¶ 1, 16.) Plaintiff later discovered that the property differed substantially from the representations made in the disclosure reports. (Compl., ¶ 2.)

The complaint asserts causes of action against Alonzo, Windt, and EXP Realty for concealment, intentional misrepresentation, negligent misrepresentation, violation of Civil Code section 1102, et seq. Plaintiff also claims breach of contract against Alonzo.

With respect to TAG and Frontier Pest Control, as well as its employees named in this action, the complaint alleges various claims of negligence, negligent misrepresentation, and fraud.

The complaint also alleges negligence against defendant Urreaga, Inc., the roofing company which performed work on the roof of the home.

Plaintiff's attorney declares there are numerous liability issues regarding plaintiff's case against TAG. The agreement between plaintiff and TAG contains a waiver of a consequential damages clause (requiring written notice of claim within 10 business days of discovery) and a choice of law clause, which identifies Nevade law as operative.

TAG is no longer in business. (Timmerman Decl., ¶ 1.) The former owner has retired and moved to Mexico. (Timmerman Decl., ¶ 2.) The former owner lives off of Social Security and has no other assets. (Timmerman Decl., ¶ 3.) The former owner does not have insurance coverage for plaintiff's claim. (Timmerman Decl., ¶ 4.)

Plaintiff's attorney estimates TAG's proportional liability is less than 10 percent of plaintiff's total damages. (Crespo Decl., ¶ 13.) The settlement was reached between plaintiff's counsel and Rinat K. Erlich, counsel for TAG, after extensive telephone

[7] The declaration from plaintiff's attorney submitted in support of the instant motion states that plaintiff hired TAG to conduct a home inspection shortly after purchasing the property. (Crespo Decl., ¶ 6.)

negotiations. (Crespo Decl., ¶ 11.) The settlement was not reached through collusion or with any intent to harm or injure any existing or future defendant. (Crespo Decl., ¶ 11.)

3. Legal Principles

A good faith determination bars "any other joint tortfeasor or co-obligor from any further claims against the settling tortfeasor or co-obligor for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault." (§ 877.6, subd. (c).) "A good faith settlement determination also reduces the claims against the nonsettling defendants in the amount stipulated by the settlement. (§ 877, subd. (a).)" (*Cahill v. San Diego Gas & Electric Co.* (2011) 194 Cal.App.4th 939, 959.)

The procedure for a good faith settlement determination is set forth in section 877.6, subdivision (a)(2). "Any party to an action in which it is alleged that two or more parties are joint tortfeasors or co-obligors on a contract debt shall be entitled to a hearing on the issue of the food faith of a settlement entered into by the plaintiff or other claimant and one or more alleged tortfeasors or co-obligors, upon giving notice in the manner provided in subdivision (b) of Section 1005." (§ 877.6, subd. (a)(1).)

"The party asserting the lack of good faith shall have the burden of proof on that issue." (§ 877.6, subd. (d).) Specifically, "[o]nce there is a showing made by the settlor of the settlement, the burden of proof on the issue of good faith shifts to the non-settlor who asserts that the settlement was not made in good faith. [Citation.] If contested, declarations by the non-settlor should be filed which in many cases could require the moving party to file responsive counterdeclarations to negate the lack of good faith asserted by the non-settling contesting party." (*City of Grand Terrace v. Superior Court* (1987) 192 Cal.App.3d 1251, 1261–1262.) "[T]he trial court's consideration of the settlement agreement and its relationship to the entire litigation in a contested setting must proceed upon a sufficient evidentiary basis to enable the court to consider and evaluate the various aspects of the settlement." (*Id.*, at p. 1263.)

In *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488 (*Tech-Bilt*), the California Supreme Court explained that in making a good faith settlement determination, a trial court should "inquire, among other things, whether the amount of the settlement is within the reasonable range of the settling tortfeasor's proportional share of comparative liability for the plaintiff's injuries." (*Id.*, at p. 499.) *Tech-Bilt* explained, "the intent and policies underlying section 877.6 require that a number of factors be taken into account" in making this inquiry, "including a rough approximation of plaintiffs' total recovery and the settlor's proportionate liability, the amount paid in settlement, the allocation of settlement proceeds among plaintiffs, and a recognition that a settlor should pay less in settlement than he would if he were found liable after a trial. Other relevant considerations include the financial conditions and insurance policy limits of settling defendants, as well as the existence of collusion, fraud, or tortious conduct aimed to injure the interests of nonsettling defendants. [Citation.] Finally, practical considerations obviously require that the evaluation be made on the basis of information available at the time of settlement. '[A] defendant's settlement figure must not be grossly disproportionate to what a reasonable person, at the time of settlement, would estimate the settling defendant's liability to be.' " (*Tech-Bilt*, at p. 499.) "When evaluating whether the parties reached a settlement in good faith, a trial court must examine not only the settling tortfeasor's potential liability to the plaintiff, but also the settling tortfeasor's potential liability to all nonsettling tortfeasors." (*PacifiCare of Cal. v. Bright Medical Associates*, *Inc.* (2011) 198 Cal.App.4th 1451, 1465 (*PacifiCare*).) "[A] court not only looks at the alleged tortfeasor's potential liability to the plaintiff, but it must also consider the culpability of the tortfeasor vis-à-vis other parties alleged to be responsible for the same injury." (*TSI Seismic Tenant Space*, *Inc. v. Superior Court* (2007) 149 Cal.App.4th 159, 166.)

A party contesting the good faith of a settlement must "demonstrate … that the settlement is so far 'out of the ballpark' in relation to" the factors identified by our

Supreme Court "as to be inconsistent with the equitable objectives of the statute." (*Tech-Bilt*, *supra*, 38 Cal.3d at pp. 499–500.) " '[A] "good faith" settlement does not call for perfect or even nearly perfect apportionment of liability. In order to encourage settlement, it is quite proper for a settling defendant to pay less than his proportionate share of the anticipated damages. What is required is simply that the settlement not be grossly disproportionate to the settlor's fair share.' " (*PacifiCare*, *supra*, 198 Cal.App.4th at p. 1465.) "[E]ach case must be decided based on its particular circumstances and the trial court may consider its own judicial experience …." (*Cahill*, *supra*, 194 Cal.App.4th at p. 968.)

"In the context of section 877.6, '[t]he trial court is given broad discretion in deciding whether a settlement is in "good faith" for purposes of section 877.6, and its decision may be reversed only upon a showing of abuse of discretion.' " (*Cahill*, *supra*, 194 Cal.App.4th at p. 957.) "[T]here is no abuse of discretion requiring reversal if there exists a reasonable or fairly debatable justification under the law for the trial court's decision or, alternatively stated, if that decision falls within the permissible range of options set by the applicable legal criteria." (*Ibid.*) " 'On appellate review, a trial court's determination of good faith of a settlement involving the resolution of factual issues will be upheld if supported by substantial evidence.' " (*Dole Food Co., Inc. v. Superior Court* (2015) 242 Cal.App.4th 894, 909.) "If … there is no substantial evidence to support a critical assumption as to the nature and extent of a settling defendant's liability, then a determination of good faith based upon such assumption is an abuse of discretion." (*Toyota Motor Sales U.S.A., Inc. v. Superior Court* (1990) 220 Cal.App.3d 864, 871.)

4. Discussion

Having sustained objections to plaintiff's counsel's declaration regarding the estimated value of plaintiff's total damages, the court finds that plaintiff has not set forth a sufficient evidentiary basis to establish the required *Tech-Bilt* factors. Without such showing, the burden of proof has not shifted to the non-settling parties to "demonstrate that the settlement is so far 'out of the ballpark' in relation to" the factors identified by our Supreme Court "as to be inconsistent with the equitable objectives of the statute." (*Tech-Bilt*, *supra*, 38 Cal.3d at pp. 499–500.)

Plaintiff's motion is denied without prejudice.

TENTATIVE RULING # 2: PLAINTIFF'S MOTION FOR GOOD FAITH SETTLEMENT IS DENIED WITHOUT PREJUDICE. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

3. HUTSON v. CAL. DEPT. OF TRANS., ET AL., 24CV1342

OSC Re: Dismissal after Settlement

On April 15, 2026, the parties reached a settlement during the Mandatory Settlement Conference. The court set an Order to Show Cause regarding dismissal for June 26, 2026. To date, there is no request for dismissal in the court's file.

TENTATIVE RULING # 3: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, JUNE 26, 2026, IN DEPARTMENT FOUR.

4. FEINBERG v. TRELLA TAHOE, INC., ET AL., 25CV0309

Motion for Leave to File Cross-Complaint

On April 21, 2026, pursuant to Code of Civil Procedure section 428.50, defendant Albertsons Companies, Inc. (“Albertsons”) filed an amended motion for leave to file its proposed cross-complaint against defendant Trella Tahoe, Inc. (“Trella”).

On June 4, 2026, Trella filed a timely opposition. On June 17, 2026, plaintiff James Feinberg (“plaintiff”) filed a notice of non-opposition. Also on June 17, 2026, Albertsons filed a timely reply.

1. Background

On February 5, 2025, plaintiff filed this personal injury action against Trella, Albertsons, and Nils Sten Ospenson II.

In a letter dated April 2, 2025, Albertsons requested Trella to tender its defense and indemnify Albertsons in this action. (Norris Decl., Ex. F.) Albertsons’s letter is three pages long, cites portions of the parties’ contract verbatim, and provides legal argument in support of Albertsons’s requests. On May 2, 2025, Northfield Insurance Company (Trella’s insurance company) denied Albertsons’s requests. (Norris Decl., Ex. G.)

On May 16, 2025, Albertsons filed its answer to plaintiff’s complaint.

On October 8, 2025, the court set a jury trial for November 2, 2026.

On February 11, 2026, Albertsons sent Trella a renewed request for tender and indemnification that included additional legal argument in response to Northfield’s denial letter of May 2, 2025. (Norris Decl., Ex. H.) In the last paragraph of the letter, Albertsons stated, “**Please reply in writing by** [sic] **with your client’s response. If I have not heard from you by close of business on February 18, 2026,** I intend to seek leave of court to file a cross-complaint against Trella Tahoe for express indemnity and breach of contract.” (Norris Decl., Ex H (original emphasis).)

Albertsons's proposed cross-complaint against Trella asserts causes of action for indemnification, contribution, and breach of contract. (Norris Decl., Ex. I.)

2. Legal Principles

Code of Civil Procedure section 428.50 provides that a cross-complaint must be filed before or at the same time as the answer to the complaint or at any time before the trial date is set. (Code Civ. Proc., § 428.50, subds. (a), (b).) Code of Civil Procedure section 428.50, subdivision (c) requires that "[a] party shall obtain leave of court to file any cross-complaint except one filed within the time specified in subdivision (a) or (b). Leave may be granted in the interest of justice at any time during the course of the action." (Code Civ. Proc., § 428.50, subd. (c).)

Permission to file a permissive cross-complaint is solely within the trial court's discretion.[8] (*Orient Handel v. United States Fid. and Guar. Co.* (1987) 192 Cal.App.3d 684, 701.) A cross-complaint filed against another defendant is permissive, not compulsory. (*American Bankers Ins. Co. v. Avco-Lycoming Division* (1979) 97 Cal.App.3d 732, 735.)

3. Discussion

Trella argues that Albertsons has not acted in good faith where its actions demonstrate delay, tactical leverage, and lack of diligence. The court disagrees. The evidence shows that, as early as April 2025 — less than two months after plaintiff's filing of the complaint, and before Albertsons filed its answer to complaint — Albertsons made a good-faith effort to tender its defense and seek contribution from Trella.

In February 2026, Albertsons sent Trella a renewed request, which addressed the reasons for denial that Northfield gave in its May 2, 2025, denial letter. The court finds

[8] By contrast, if the proposed cross-complaint is compulsory, the trial court must grant leave so long as the party filing the motion is acting in good faith. (Code Civ. Proc., § 426.50; see *Silver Organizations Ltd. v. Frank* (1990) 217 Cal.App.3d 94, 98–99.)

that allowing Albertsons to file its proposed cross-complaint against Trella is in the interest of justice and so exercises its discretion to grant Albertsons's motion.

TENTATIVE RULING # 4: THE MOTION IS GRANTED. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

5. PEOPLE v. $77,487.90 UNITED STATES CURRENCY, 25CV3100

Hearing Re: Status of Related Criminal Case

This matter is before the court for a status hearing regarding the related criminal case, *People v. Halterhurn* (El Dorado Super. Ct., Case No. 25CR2987). Under California state law, where, as here, forfeiture is contested, a judgment of forfeiture requires as a precondition that a defendant be convicted in an underlying or related criminal action of one of the offenses specified in Health and Safety Code section 11470, subdivisions (e) or (g), which offense occurred within five years before the seizure or the notification of intention to seek forfeiture.

On June 22, 2026, the court continued the pre-trial hearing in the criminal case to July 27, 2026. In the interest of judicial economy, this court, on its own motion, hereby continues the instant matter to July 31, 2026.

TENTATIVE RULING # 5: THE COURT, ON ITS OWN MOTION, CONTINUES THE MATTER TO 1:30 P.M., FRIDAY, JULY 31, 2026, IN DEPARTMENT FOUR.

6. TAHOE KEYS PROPERTY OWNERS' ASSN. v. SOEVYN, 23CV1184

Motion to Amend Judgment

TENTATIVE RULING # 6: MOTION IS GRANTED. THE CLERK IS DIRECTED TO AMEND THE DEFENDANT'S ADDRESS ON THE JUDGMENT TO READ: 2023 GARMISH COURT, SOUTH LAKE TAHOE, CA 96150, APN# 022-221-011-000. ADDITIONALLY, THE CLERK IS DIRECTED TO ATTACH THE LEGAL DESCRIPTION OF THE PROPERTY (EXHIBIT A) TO THE AMENDED JUDGMENT. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

7. TIGRE HOLDINGS, LLC, ET AL. v. EL DORADO COUNTY, 25CV3425

Status Conference

TENTATIVE RULING # 7: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, JUNE 26, 2026, IN DEPARTMENT FOUR.

8. WELLS FARGO BANK, N.A. v. SPANO, 25CV2319

Motion to Deem Matters Admitted

On April 24, 2026, plaintiff Wells Fargo Bank, N.A. (“plaintiff”) filed is motion to deem matters admitted. Proof of service, also filed April 24, 2026, shows the motion was served upon defendant Nicholas Spano (“defendant”) via mail on April 22, 2026.

Defendant filed no opposition to the motion.

A party served with requests for admissions must serve a response within 30 days. (Code Civ. Proc., § 2033.250.) Failure to serve a response entitles the requesting party, on motion, to obtain an order that the genuineness of all documents and the truth of all matters specified in the requests for admission be deemed admitted. (Code Civ. Proc., § 2033.280, subd. (b).) When such a motion is made, the court must grant the motion and deem the requests admitted unless it finds that prior to the hearing, the party to whom the requests for admission were directed has served a proposed response that is in substantial compliance with the provisions governing responses. (Code Civ. Proc., § 2033.280, subd. (c); *St. Mary v. Superior Court* (2014) 223 Cal.App.4th 762, 776, 778; see also *Demyer v. Costa Mesa Mobile Home Estates* (1995) 36 Cal.App.4th 393, 395–396 [“two strikes and you’re out”].)

In this case, plaintiff served its Request for Admissions (Set One) upon defendant via mail on January 27, 2026. (Lopez Decl., ¶ 2 & Ex. 1.) Accordingly, defendant’s deadline to serve his response was March 3, 2026 (30 calendar days, extended by five days for mail service within the state of California). (Code Civ. Proc., §§ 1013, subd. (a), 2033.250, subd. (a).) As of April 22, 2026 (the date of counsel’s declaration), defendant had served no response to the Request for Admissions. (Lopez Decl., ¶ 5.)

The court grants plaintiff’s motion to deem matters admitted.

TENTATIVE RULING # 8: PLAINTIFF’S MOTION TO DEEM MATTERS ADMITTED IS GRANTED. THE TRUTH OF ALL MATTERS SPECIFIED IN PLAINTIFF’S REQUEST FOR

ADMISSION (SET ONE) ARE DEEMED ADMITTED. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE CCOURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.