

1.	22CV0205	MULTI-HOUSING TAX CREDIT v. CBM-96
Motion for Leave to File First Amended Complaint		

Plaintiff Multi-Housing Tax Credit Partners, III (“Plaintiff”) brings a Motion for Leave to File First Amended Complaint (“Motion”) pursuant to Code of Civil Procedure §§ 473(a)(1) and 576 and on the ground that the furtherance of justice will be served only if the Court allows the First Amended Complaint (“FAC”) to be filed so that the Court can rule on all possible claims in this single action and the entire dispute between the parties can be resolved. The Motion does not comply with Local Rule 7.10.05. Repeated failure to comply with the requirements of the Local Rules may result in sanctions, pursuant to Local Rule 7.12.13.

The Complaint was filed on February 16, 2022, and includes causes of action for Breach of Contract, Declaratory Relief, and Fraud. The proposed FAC adds a new cause of action for negligence. Plaintiff argues that the parties will not be prejudiced, because the proposed new cause of action involves the same facts and no additional discovery will be required. Based on the Court’s review of the proposed FAC, this is accurate.

Defendant CBM-96 (“Defendant”) argues the Motion should be denied because the proposed amendment will cause substantial prejudice to Defendant, Plaintiff unduly delayed in bringing the Motion, and the negligence claim is barred by the statute of limitations. The Court is not persuaded that there will be substantial prejudice to Defendant, especially when weighed against the liberal policy in favor of amendment. Whether or not additional discovery is needed is not significant to the Court’s analysis because the Court notes that trial has not been set and discovery is still open. In terms of delay, Defendant cites *Roemer v. Retail Credit Co.* (1975) 44 Cal.App.3d 926 and *Duchrow v. Forrest* (2013) 215 Cal.App.1359. In both cases, the parties sought to amend after trial. That is not the case here. Lastly, whether or not the negligence cause of action is barred by the statute of limitations or overcomes the statute through an exception, is not something to be decided under this Motion.

Pursuant to Code of Civil Procedure §§ 473(a)(1) and 576, in the furtherance of justice, and in light of the liberal policy favoring amendment, Plaintiff’s Motion is granted.

TENTATIVE RULING #1: PLAINTIFF’S MOTION FOR LEAVE TO AMEND IS GRANTED.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT’S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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COUNTY LOCAL RULE 8.05.07. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

LONG CAUSE HEARINGS MUST BE REQUESTED BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED AND THE PARTIES ARE TO PROVIDE THE COURT WITH THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. LONG CAUSE ORAL ARGUMENT REQUESTS WILL BE SET FOR HEARING ON ONE OF THE THREE MUTUALLY AGREEABLE DATES ON FRIDAY AFTERNOONS AT 2:30 P.M. THE COURT WILL ADVISE THE PARTIES OF THE LONG CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. PARTIES MAY PERSONALLY APPEAR AT THE HEARING.

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2.	23CV0827	MONTERO vs. BARSOTTI JUICE COMPANY
Class Action Approval		

This is an unopposed motion for an Order for preliminary approval of a class action settlement and to make other orders required to facilitate such settlement. The underlying action involves claims against Defendant for unpaid wages in violation of various California Labor Code provisions as well as claims for civil penalties under the Private Attorney General Act (“PAGA”).

The Tentative Ruling for the Preliminary Approval of this PAGA Settlement, issued on August 22, 2025, informed the parties that the notice of the motion seeking preliminary approval failed to comply with Local Rule 7.10.05, and that repeated violations could be subject to sanctions pursuant to Local Rule 7.12.13.

TENTATIVE RULING #2: THIS MATTER IS CONTINUED TO 8:30 A.M. ON FRIDAY, MAY 22, 2026, TO ALLOW COUNSEL AN OPPORTUNITY TO FILE AN AMENDED MOTION THAT IS IN COMPLIANCE WITH LOCAL RULE 7.10.05.

3.	24CV0934	METCALF et al v. YANASA et al
Motion for Leave to File First Amended Complaint		

Plaintiffs bring a Motion for Leave to File First Amended Complaint (“Motion”) pursuant to Code of Civil Procedure §§ 473. The Complaint was filed on May 7, 2024. The proposed First Amended Complaint (“FAC”) seeks to add an additional Plaintiff¹ and remove two Defendants. The parties have conducted written discovery and participated in mediation. Trial is scheduled for January 2027. The Motion does not comply with Local Rule 7.10.05, nor does the Motion comply with California Rules of Court, Rule 3.1324. Repeated failure to comply with the requirements of the Local Rules and Rules of Court may result in sanctions, pursuant to Local Rule 7.12.13.

Defendants argue that the Motion should be denied based on lack of standing and absence of a duty. Those arguments may be valid, but do not need to be addressed as part of this Motion.

Pursuant to Code of Civil Procedure §§ 473 and in light of the liberal policy favoring amendment, Plaintiff’s Motion is granted. In compliance with Rule 3.1234, Plaintiff is ordered to file an Amended Declaration, including a redline copy of the proposed FAC.

TENTATIVE RULING #3: PLAINTIFF’S MOTION FOR LEAVE TO AMEND IS GRANTED, CONDITIONAL UPON THE FILING OF AN AMENDED DECLARATION AS OUTLINED ABOVE.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT’S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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¹ Page 3, line 28 indicates that proposed Plaintiff Danny Brett Hall is *defendant* Andrew Horvath’s son. However, the Court notes that Andrew Horvath is a Plaintiff, not a Defendant in the action. Further, page 3, line 28 through page 4, line 1 states “Danny Brett Hall” but all further references state “Brett Hall.” Plaintiff’s Motion and proposed FAC are unclear as to the proper name.

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**CAUSE HEARING DATE AND TIME BY 5:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED.
PARTIES MAY PERSONALLY APPEAR AT THE HEARING.**

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4.	25CV0662	PLACER VILLAGE APARTMENTS, L.P. vs. FEDERAL INSURANCE COMPANY
Compel Further Responses to Requests for Admission		

TENTATIVE RULING #4: PURSUANT TO THE PARTIES STIPULATION AND REQUEST, THIS MATTER IS CONTINUED TO 8:30 A.M. ON FRIDAY, MAY 29, 2026, IN DEPARTMENT NINE.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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5.	26CV0689	MATTER OF SALVADOR RIOS-MARTINEZ
Petition for Order Authorizing Preservation of Evidence		

Petitioners Mountain F. Enterprises and Salvador Rios-Martinez (“Petitioners”) Petition for an Order Authorizing Preservation of Evidence pursuant to Code of Civil Procedure § 2035.010, et seq.

The Court finds that Plaintiffs have satisfied the requirements of Code of Civil Procedure § 2035.010, et seq. There is no opposition. Therefore, the Petition is granted.

TENTATIVE RULING #5: PLAINTIFF’S PETITION FOR ORDER AUTHORIZING PRESERVATION OF EVIDENCE IS GRANTED.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT’S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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6.	PC20200191	GREEN ET AL. vs. SNIPES CONSTRUCTION ET AL.
Good Faith Settlement		

This action rises from the 2013 contract for construction services for which Defendant/Cross-Complainant Snipes Construction Inc. and Tim Andrew Snipes (“Snipes”) served as general contractor and retained numerous subcontractors to perform the work, including LR Landscaping and Bonar Engineering, Inc. (“Bonar”). The prime contract specified construction costs in the amount of \$2,319,848. Bonar was retained as a subcontractor to perform excavation and rough grading, especially of the driveway area, which was then covered by pavers by other subcontracting companies, including LR Landscaping.

Plaintiff filed a complaint regarding these services in 2020. By 2021, dozens of subcontractors had been added to the litigation as defendants and cross-defendants. Plaintiff’s expert estimated the total costs of repair of defects to be over \$5 million. In 2025 settlement discussions resulted in a total settlement amount of \$1,466,500 applicable to roughly a dozen of the defendants and cross-defendants, including Snipes but not including Bonar. LR Landscaping proposed settlement terms would add an additional \$25,000 to the total settlement amount, for a total of \$1491,500.

Defendant/Cross-Complainant Snipes and LR Landscaping request the Court’s approval of their proposed settlements pursuant to Code of Civil Procedure § 877.6. If these settlement proposals are approved, Bonar would have no further recourse to any of these settling Defendants for indemnification or contribution.

The Court denied a previous motion for approval of settlement based on Bonar’s objection, on the grounds that the proposed settlement did not provide sufficient evidence of the comparative liability of the settling parties, such that the interests of the non-settling parties such as Bonar could be prejudiced by the settlement. Bonar asserts that the proposed settlement does not make it possible to determine what damages have been paid, what damages remain and/or what, if any offset Bonar is entitled to as a result of the settlement.

Procedural History

On July 8, 2025, and September 12, 2025, respectively Defendant/Cross-Complainant Snipes and Cross-Defendant LR Landscaping filed Applications for Determination of Good Faith Settlement. These proposed settlements did not include Bonar, which opposed them. These motions were considered by the Court at a hearing on December 19, 2025, and in a written ruling filed on January 2, 2026, the Court denied both motions because they did not satisfy the Tech-Bilt factors outlined below. Specifically, the Court found that the motions inadequately articulated the allocation of the proportionate liability of the settling parties that is necessary to ensure fairness to non-settling parties. In an Order dated January 2, 2026, the Court stated:

[T]he settling parties as to both motions have failed to provide sufficient evidentiary support that their respective settlements are in the ballpark, given the absence of sufficient evidence regarding their comparative liability [T]he court finds it conceivable that renewed motions that provide evidence regarding the comparative liability of the settling parties and the value of the settlement as to each damages category could pass muster. Such a settlement could then provide a foundation for determining the offsets to which Bonar may be entitled.

On February 23, 2026, and March 2, 2026, respectively, Snipes and LR Landscaping filed a Second Motion for Determination of Good Faith Settlement, based on the outcome of mediation that resulted in a total settlement amount of \$1,466,500 applicable to seven Defendants.

The damages category that is relevant to Bonar is work on the driveway. Bonar notes that Plaintiffs claim \$600,000 worth of damages associated with the driveway. The Declaration of James LaCroix, dated February 5, 2026, submitted in support of Snipes' motion, states that the total cost for removal and reinstallation of pavers that cover the surface of the driveway would amount to about \$30,000, not including materials. Thus, LaCroix concludes that the \$25,000 settlement amount for LR Landscaping is a reasonable estimate.

Opposition

Bonar Engineering again opposes both motions on the grounds that:

- 1) They fail to satisfy the disclosure and evidentiary requirements of Code of Civil Procedure § 877.6 and the standards articulated in Tech-Bilt, Inc. v. Woodward-Clyde & Assoc. (1985) 38 Cal.3d 488 ("Tech-Bilt"); and
- 2) Neither motion provides the data necessary for the Court to make an informed "ballpark" determination of good faith.

Standard of Review

The matter is governed by Civil Procedure § 877.6, the pertinent provisions of which are reproduced below:

(a)(1) 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 good faith of a settlement entered into by the plaintiff or other claimant and one or more alleged tortfeasors or co-obligors,

* * *

(b) The issue of the good faith of a settlement may be determined by the court on the basis of affidavits served with the notice of hearing, and any counteraffidavits filed in response, or the court may, in its discretion, receive other evidence at the hearing.

(c) A determination by the court that the settlement was made in good faith shall bar 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.

(d) The party asserting the lack of good faith shall have the burden of proof on that issue.

The California Supreme Court defined the analysis required in applying Code of Civil Procedure § 877.6 in the case of Tech-Bilt, Inc. v. Woodward-Clyde & Assocs., 38 Cal. 3d 488 (1985). The Court established the following factors to be considered by a trial court in determining whether to approve a proposed settlement meets the “good faith” standard, which is to be made on the basis of information available at the time of settlement:

- (1) The amount paid in settlement;
- (2) The allocation of settlement proceeds among plaintiffs;
- (3) 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, which requires “a rough approximation of plaintiffs' total recovery and the settlor's proportionate liability”; this settlement amount must not be “grossly disproportionate to what a reasonable person, at the time of settlement, would estimate the defendant’s liability to be.”¹ Tech-Bilt at 499.
- (4) A recognition that a settlor should pay less in settlement than he would if he were found liable after a trial.
- (5) The financial conditions and insurance policy limits of settling defendants,
- (6) The existence of collusion, fraud, or tortious conduct aimed to injure the interests of nonsettling defendants.

The determination as to whether a settlement is in good faith is a matter left to the discretion of the trial court. Tech-Bilt, at 502. This evaluation requires a sufficient evidentiary basis, through affidavits, declarations and other evidence to allow the court to make findings to support the exercise of its discretion in approving or disapproving the proposed settlement. These findings must be supported by substantial evidence. Toyota Motor Sales U.S.A., Inc. v. Superior Ct., 220 Cal. App. 3d 864, 871 (1990). It is an abuse of discretion for the trial court to find a good faith settlement where there is insufficient evidence presented on the issues to be considered, and a continuance may be required for the purpose of gathering further evidence if

¹ “The party asserting the lack of good faith, who has the burden of proof on that issue . . . , should be permitted to demonstrate, if he can, that the settlement is so far “out of the ballpark” in relation to these factors as to be inconsistent with the equitable objectives of the statute. Such a demonstration would establish that the proposed settlement was not a “settlement made in good faith” within the terms of section 877.6.” Tech-Bilt at 499-500.

there is not sufficient information already in the record before the court. City of Grand Terrace v. Superior Ct., 192 Cal. App. 3d 1251, 1264-1265 (1987).

In determining “a rough approximation” of the total amount of Plaintiff’s damages, it is not sufficient to rely on the amount stated in the Complaint. West v. Superior Ct., 27 Cal. App. 4th 1625, 1636 (1994), citing Horton v. Superior Ct., 194 Cal. App. 3d 727, 735, (1987).

Lack of Allocation

In opposing the first motions for approval of Good Faith Settlement, Bonar argued that it could not ascertain its statutory offset rights under Code of Civil Procedure § 877. In the case of the Snipes Motion, Bonar argued that it presents a lump sum payment of \$1,466,500 from multiple defendants, without any allocation between (1) the settling parties’ comparative liability; (2) damages categories (contract, tort, license bond claims); (3) past and future damages; and/or (4) Plaintiffs’ alleged injuries.

In the case of the LR Landscaping Motion, Bonar argued that the settlement proposal simply repeated the same \$1.466 million “global” settlement set forth in Snipes’ Motion, then inserted LR Landscaping’s \$25,000 contribution to reach a total of \$1.491 million. Bonar argued that LR Landscaping does not attempt to (1) identify what portion of the \$1.491 million payment corresponds to the claims or damages attributed to its own trade (landscape/paver installation); (2) differentiate between the value assigned to Snipes’ general-contractor exposure versus the other subcontractors’ trades; or (3) explain the relationship between the \$25,000 payment and the \$5.13 million cost-of-repair estimate prepared by Plaintiffs’ expert.

Instead, the Motion asserts, in conclusory fashion, that the global settlement was “the product of arms-length negotiations” and “a rough approximation of total recovery”. Such conclusory assertions do not satisfy Tech-Bilt’s evidentiary burden. (Mediplex, supra, 34 Cal.App.4th [748] at 754 [“Without a factual basis for the amount paid and the proportionate liability of each settlor, the court has nothing to measure.”]; TSI Seismic Tenant Space v. Superior Court (2007) 149 Cal.App.4th 159, 166.) The omission is particularly significant here because LR Landscaping’s work (limited to the installation of exterior pavers and walkways) represents only a small portion of the overall project scope. The record provides no evidence of any claimed defects in that work, no expert repair estimate for paver or drainage issues, and no comparative-fault analysis linking LR Landscaping to Plaintiffs’ claimed \$5.13 million damages. The mere assertion that its \$25,000 contribution is “included with” the Snipes settlement offers the Court no means of evaluating proportionality or “ballpark” fairness.

Opposition to Motions for Good Faith Settlement at 5:18-6:2 (filed October 20, 2025).

With respect to Snipes’ second motion, Bonar argues that Snipes does not present any new evidence on which the Court can evaluate the Tech-Bilt factors, stating in its Opposition:

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- (1) there is no allocation of the \$1,491,000 million settlement between parties or causes of action,
- (2) there is no evidence or analysis of the proportionate liability of the settling parties, and
- (3) there is insufficient information provided for the Court to determine whether the settlements are in the Tech-Bilt "ballpark", and therefore cannot be found to be in "good faith", other than referencing a proposed \$25,000 offset related to LR Landscaping.

With respect to LR Landscaping's second motion, Bonar argues that it adopts Snipes arguments with the single difference that it references an offset of \$25,000 for LR Landscaping's offset to the global settlement amount:

The only concrete allocation evidence in the record comes from Plaintiffs' consultant Carrera Construction. Carrera assigns a hard-cost figure of \$639,242.59 to "Rough Grading," with associated soft-cost allocations, and expressly places that entire grading category on Garcia's Excavating, John Joseph Souza dba Souza's Custom Homes, and Bonar Engineering. LR Landscaping's motion cites that allocation to emphasize that "LR Landscaping did not perform any rough grading on the project" and that "there was no allocation to the driveway or the pavers, and there were no other claims of damages or allocations that LR Landscaping would fall under." In other words, LR Landscaping's own motion confirms that Plaintiffs' only quantified allocation matrix assigns the driveway-related repair bucket entirely to non-settling entities such as Bonar, and assigns nothing to LR Landscaping.

Bonar's Opposition to LR Landscaping's Motion, pp. 6-7, filed March 27, 2026.

LR Landscaping's Reply counters that its second motion does pass muster under the applicable standards. First, it notes that the Plaintiff's allegations of damages to the driveway where both Bonar and LR Landscaping's work was performed identifies the problem as differential settlement of fill, 2) required repairs that are identified involve grading, not the placement of surface pavers, and 3) the restoration of pavers that would be needed after the grading and fill issues are addressed are within the "ballpark" of LR Landscaping's proposed settlement terms.

The Court agrees. Attached to LR Landscaping's motion are the following reports and expert opinions that frame the proposed \$25,000 as "within the ballpark" of LR Landscaping's share of liability and apportioned share of the cost of repair:

1. Wallac-Kuhl report (Exhibit A) that concludes that the area in which LR Landscaping performed its work was affected by "differential settlement of rocky fill and the rockery wall". Neither the original work nor the proposed repair involved LR landscaping's scope of work.
2. The 2021 Carrera Report (Exhibit B), that estimates grading repair recommendations on the order of \$500,000 for both the driveway and another area near a pool, which would

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include removal and replacement of pavers installed by LR Landscaping in order to access the area below the pavers.

3. The 2022 and 2023 Carrera Reports (Exhibits C and D) that estimates grading repair recommendations on the order of \$600,000, also involving removal of LR Landscaping' pavers in order to access the substrate below for re-grading.
4. Declaration of James LaCroix (Exhibit E) estimating the removal and replacement of pavers installed by LR Landscaping at approximately \$30,000.
5. Declaration of Kory Krukenberg (Exhibit F) that estimates the removal and replacement of pavers installed by LR Landscaping at between \$20,000-\$40,000, and further concluding that LR Landscaping should only be allocated one-third of that responsibility, between \$6,000 and \$14,000.

As to the Snipes motion, the Declaration of William Morrow, dated March 2, 2026, para. 9, states that Snipes considers the negotiated settlement amount to be more representative of actual repair costs than the Plaintiffs' initial estimates. The fact that the Plaintiffs appear willing to accept this settlement proposal supports this notion: The proposed settlement would release the general contractor from the litigation even though the Plaintiffs consider the general contractor to be "implicated in each of the categories of work performed" and liable for any costs not expressly attributable to a specific subcontractor in the Plaintiffs allocation of responsibility. LR Landscaping's Second Motion for Determination of Good Faith Settlement, Exhibit D (2022 Carrera Report PLF000168, note 1.) It is also consistent with the Tech-Bilt factor that recognizes that "a settlor should pay less in settlement than he would if he were found liable after a trial."

Taking the negotiated settlement amount at face value, the allocation of liability reproduced on page 11 of Snipes' Memorandum of Points and Authorities in support of the motion shows the amount of Snipes contribution as 68.19% of the total settlement amount for this group of defendants.

Bonar's work was limited to grading and excavation. Souza's Custom Homes is one of the settling Defendants, and is the only rough grading contractor that is included in the proposed settlement in the same category of work performed by Bonar. "Rough grading" contractors were estimated to bear approximately 17% portion of responsibility by Plaintiffs' expert. Souza would be absolved of further liability by paying \$75,000, or roughly 5% of the total repair costs as represented by the proposed settlement amount. This would leave the other two non-settling grading contractors, Bonar and Garcia's Excavating, potentially responsible for the balance of the \$253,470 rough grading repair costs (17%), approximately \$90,000 for each of the two non-settling subcontractors. Again, assuming the settlement amount represents actual repair costs, this \$90,000 share to each of the other two non-settling grading contractors is in the ballpark of the \$75,000 proposed to be paid by Souza.

Accordingly, the Court finds the proposed settlement terms to be in good faith and “within the reasonable range of the settling tortfeasor's proportional share of comparative liability for the plaintiff's injuries.”

TENTATIVE RULING #6: LR LANDSCAPING’S AND TIM ANDREW SNIPES/SNIPES CONSTRUCTION’S MOTIONS FOR DETERMINATION OF GOOD FAITH SETTLEMENT ARE GRANTED.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT’S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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7.	25CV0964	AMERICAN EXPRESS NATIONAL BANK vs. COTTLE
Relief from Default		

This matter was heard on February 13, 2026, based on a motion filed by Defendant on December 19, 2025, which requested the Court to set aside the default judgment entered against him pursuant to Code of Civil Procedure § 473(d), 415.10, 418.10. No party appeared at the hearing or requested oral argument, and the Court adopted its Tentative Ruling and denied the motion.

On February 23, 2026, Defendant filed a new motion requesting relief from the default judgment pursuant to Code of Civil Procedure § 473(b), alleging mistake, inadvertence, surprise or excusable neglect. It appears that the factual grounds alleged are that Defendant confused a case brought in Sacramento County to collect the same debt with this case filed in El Dorado County.

Considering that the Court and case number is identified on the first page of all pleadings the Court finds that this is not sufficient grounds to relieve the Defendant of the default entered against him on the basis of mistake or excusable neglect.

TENTATIVE RULING #7: DEFENDANT’S MOTION TO SET ASIDE DEFAULT IS DENIED.

NO HEARING ON THIS MATTER WILL BE HELD UNLESS A REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT’S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 621-6551 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; LOCAL RULE 8.05.07; SEE ALSO LEWIS V. SUPERIOR COURT, 19 CAL.4TH 1232, 1247 (1999).

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8.	22CV1669	LESARRA HOMEOWNERS ASSOC. v. SELVAN
Motion for Attorney's Fees		

Plaintiff Lesarra Homeowners Association (“Plaintiff”) brings a Motion for Attorneys’ Fees against Defendant Madeswaran Selvan (“Defendant”). Plaintiff argues that it is the prevailing party and therefore, Plaintiff is entitled to seek fees based upon four distinct theories: Civil Code § 5975(c), the CC&Rs, Civil Code § 1717 and case law. The Court granted summary adjudication on the First and Fourth Causes of Action but denied summary adjudication on the Third Cause of Action, finding that there was a triable issue of material fact regarding proper notice.

Based on the record, the Court agrees that Plaintiff is the prevailing party and thus entitled to reasonable attorney’s fees and costs.

The determination of what constitutes reasonable attorney’s fees is committed to the sound discretion of the court. (*Westside Community for Independent Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 355.) The trial court has expertise of its own in the matter of the value of legal services performed. (*Melnyk v. Robledo* (1976) 64 Cal.App.3d 618, 623.) The Court walks through the steps as outlined by *Serrano III v. Priest* (1977) 20 Cal.3d 25, 49.

In determining the lodestar figure, the Court addresses whether the claimed hourly rate of \$550/hour is reasonable. The initial Complaint was filed on October 26, 2022. Attorney Michael Vinding billed 160.6 hours and Attorney Graham Scott billed 15.3 hours (\$450/hour) and paralegal Troy Ellerman billed 40.5 hours (\$200/hour). Based on the Declaration of Michael E. Vinding and the prevailing rates of the area, the Court finds the hourly rates to be reasonable. Litigation ensued for about 3 ½ years, so 216.9 hours (an average of 61.97 hours per year) is reasonable.

The cases cited by Defendant are not helpful to his case. In *Heather Farms Homeowners Assn. v. Robinson* (1994) 21 Cal.App.4th 1568, the court specifically found there was no prevailing party. In *Salehi v. Surfside III Condominium Owners Assn.* (2011) 200 Cal.App.4th 1146, the court awarded attorney’s fees to the homeowner’s association after the pro per homeowner dismissed the majority of her causes of action before trial, finding that the plaintiff did not realize her litigation objectives and that the association realized its litigation objectives and was the prevailing party. Similarly, in this case, Plaintiff realized its litigation objectives through motion practice and the settlement agreement and is the prevailing party.

Defendant next argues that Plaintiff did not support its request for reasonable fees with competent evidence. Civil Code §5975 does not require an “issue-by-issue” or “claim-by-claim” allocation of billing as Defendant requests. Defendant cites *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, but in that case there were no hourly billing entries, only an annual bill. The Court finds that the billing records submitted by Plaintiff are sufficient to establish the time spent.

Defendant argues that Plaintiff's offer to settle attorneys' fees shows that the current amount requested is unreasonable. Again, the case cited by Plaintiff does not apply, because that court granted the fees as requested. *See Almanor Lakeside Villas Owners Assn. v. Carson* (2016) 246 Cal.App.4th 761. Defendant rejected Plaintiff's offer and seemingly refused to engage in further discussions, any regret for not accepting the reduced amount is not grounds to reduce the fees.

The Court disregards Plaintiff's next argument regarding biography and inflammatory narrative.

Regarding Plaintiff's counsel's estimate for future fees, the Court will make an award based on actual time spent and not the estimate. Plaintiff is directed to file and serve a declaration before Monday, April 20, 2026, outlining the time spent reviewing the Opposition, drafting the Reply, and appearing at the hearing (if required). The Court will review Plaintiff's declaration for reasonableness. Plaintiff to file an amended Order concurrently with the declaration. Defendant will be given 120 days from service of the Order to make payment.

TENTATIVE RULING #8: PLAINTIFF'S MOTION FOR ATTORNEYS' FEES IS GRANTED, SUBJECT TO THE FILING OF AN AMENDED DECLARATION AND ORDER.

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9.	24CV0034	TAPIA vs. TAPIA et al
Attorney's Fees		

This partition action was filed on January 5, 2024, by Plaintiff Tapia in order to accomplish the division of real property in which Plaintiff, Defendant Villasenor and decedent Santiago Tapia each acquired a one-third interest in April, 2022 as tenants in common.

Defendant filed a demurrer to the Declaratory Relief and Accounting causes of action in the First Amended Complaint on July 24, 2024. The demurrer was sustained without leave to amend following a hearing on October 18, 2024, leaving only the Partition cause of action to be determined in the litigation.

Plaintiff filed a demurrer to Defendant's Answer on December 9, 2024. The parties filed into a Stipulation and Interlocutory Judgment on February 28, 2025, that based on newly revealed evidence that Santiago Tapia had conveyed his interest to Defendant prior to the filing of the partition action and no longer had an ownership interest. The Stipulation acknowledged Defendant's option to purchase the one-third interest that Plaintiff held in the property and proposed a procedure for that buy-out should it occur. Otherwise, the parties acknowledged the necessity of selling the property in order to distribute the value of each parties ownership interest.

The demurrer to the Answer was still pending at the time of that Stipulation, but on May 13, 2025, Plaintiff withdrew the motion.

On August 1, 2025, the parties again filed a Joint Stipulation agreeing on the appraised value of the property and a procedure for disbursement of funds following Defendant's election to buy out Plaintiff's one-third interest, but reserving the issue of the allocation of the costs of partition.

Defendant filed a motion for attorney's fees on December 8, 2025, under the partition statutes, which authorize the award of attorney's fees expended for "the common benefit".

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Code of Civil Procedure §§ 874.010¹, 874.040². No opposition was filed to that motion. At that time Plaintiff's counsel had filed a motion to withdraw as counsel that was pending and did not file an opposition or appear on Plaintiff's behalf on Defendant's attorneys' fee motion. The motion for award of the Defendant's attorneys' fees was granted following hearing on January 16, 2026.

Plaintiff now files a motion for attorneys' fees, arguing that the fees expended were for the common benefit because Defendant failed to complete a buyout of the property between the time of the completion of the probate of Santiago Tapia's estate in April, 2022, and the filing of the litigation in January, 2024; failed to disclose the transfer of one-third ownership from Santiago Tapia to Defendant until late 2024, long after the partition action was filed and then only as the result of discovery; and failed to resolve the matter informally over the period of nearly two years that the litigation was pending. Plaintiff argues that the transfer of Santiago Tapia's interest was only revealed through discovery as part of this action, and the litigation created the necessary incentive for the parties to enter into the stipulations that ultimately resolved the conflict. During this period of years Plaintiff was not able to realize any economic benefit from or use of the property, which was occupied by Defendant, nor was she able to access the property to preserve or enhance its value. The property was appraised at approximately \$375,000 at the time that the probate of Santiago Tapia's estate was concluded in 2022; the appraised value at the conclusion of the partition action was \$275,000 on 2024. Declaration of Sonia Tapia, dated March 6, 2026, paras. 12-13.

Defendant challenges this motion on the grounds that the partition action was not necessary, as the parties had always anticipated the buyout. However, the Court notes that Defendant in fact did not accomplish or even initiate that process until after the partition action was filed.

Defendant claims that the award of her attorneys' fees was the final determination of all attorneys' fees, but partition actions do not award fees to a prevailing party; rather, fees determined to be for "the common benefit" are recoverable. The Court finds that all attorneys'

¹ Code of Civil Procedure § 874.010: The costs of partition include:

(a) Reasonable attorney's fees incurred or paid by a party for the common benefit.

(b) The fee and expenses of the referee.

(c) The compensation provided by contract for services of a surveyor or other person employed by the referee in the action.

(d) The reasonable costs of a title report procured pursuant to Section 872.220 with interest thereon at the legal rate from the time of payment or, if paid before commencement of the action, from the time of commencement of the action.

(e) Other disbursements or expenses determined by the court to have been incurred or paid for the common benefit.

² Code of Civil Procedure § 874.040: Except as otherwise provided in this article, the court shall apportion the costs of partition among the parties in proportion to their interests or make such other apportionment as may be equitable.

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fees expended in this action were for “the common benefit” by preserving the respective parties’ interest in a contentious process. As noted by Plaintiff, Defendant benefitted from the statutory protections and procedures of the partition statutes due to Plaintiff’s initiation of the litigation. The Court is empowered to apportion attorneys’ fees according to equitable considerations in a partition action. Lin v. Jeng, 203 Cal. App. 4th 1008, 1025 (2012).

Defendant further argues that any award of fees following Defendant’s recovery of fees is a motion for reconsideration pursuant to Code of Civil Procedure §1008; however, as the Court notes above, the Court is statutorily empowered to apportion costs of partition, including attorneys’ fees, according to equitable principles and in favor of any party who made expenditures for the common benefit. Accordingly, this second motion for attorney’s fees does not come within the concept of a motion for reconsideration of a prior order.

Defendant raises other issues that have little if anything to do with the attorney’s fee motion, such as the extended length of time it took to serve Defendant with Summons and Complaint in the action and who could be faulted for that delay, whether or not Defendant as paying rent during the years that she exclusively occupied and excluded Plaintiff from accessing the property in which Plaintiff held a one-third ownership interest, and whether Plaintiff’s declaration regarding the lowered value of the property between the time that it was appraised as part of the probate proceedings and the time that the parties had it appraised during the partition is supported by documentation. If Plaintiff’s valuation was inaccurate, Defendant could have countered it with contrary evidence from the probate appraisal, but she did not. These issues do not cut in favor of Defendant’s arguments against the apportionment of attorney’s fees, but they do inform the Court’s assessment of the equities.

Finally, Defendant argues that the amount of fees incurred are not reasonable. As an example, Defendant argues that during the period between August and December of 2025, a period of relative inactivity in the case, Plaintiff’s counsel issued eleven bills totaling \$5,959.45. This is not a correct statement. The Declaration of Amber Gill, dated March 12, 2026, Exhibit A, shows four invoices during this period totalling \$2,219, a total of just over five hours billed over a five-month period. Defendant’s counsel was also billing time during this period to address details of the real property transfer. Declaration of Elijah Underwood, dated December 12, 2025. The Court finds the billing rate of and the hours billed by Plaintiff’s counsel reasonable, especially given the non-responsiveness of Defendant to efforts to resolve the matter prior to and during the litigation and Defendant’s superior position as exclusive occupant of the property, both of which required comparatively greater efforts to bring the parties to resolution of the conflict.

TENTATIVE RULING #9: PLAINTIFF’S MOTION FOR AWARD OF ATTORNEY’S FEES IS GRANTED.

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10.	23CV1809	WHITE et al v. WHITE et al
Motion to Adopt Fair Market Value & Approve Partition		

Plaintiffs James A. White, Wilderich A White, Anna-Maria M. White, and Ilse-Maria Rosenberg (collectively “Plaintiffs”) move for an Order (1) Adopting the Fair Market Value of the Property in this matter, and (2) Approving the Plaintiffs’ agreement for partition of the Property by appraisal—under Code of Civil Procedure §§ 872.120, 873.910, 873.920, 873.930, 873.970, 873.980, and 874.316.

Plaintiffs and Defendant James White (“Defendant”) each own one-fifth interests in two parcels. Plaintiffs filed their Complaint on October 16, 2023. Plaintiffs served Defendant by publication. Defendant failed to appear and default was entered against him on May 2, 2025. By Court Order dated September 23, 2025, the Court appointed Angela Habercorn to appraise the parcels to start the partition process, which she completed.

Plaintiffs agree with the appraisals and request that the Court adopt the appraised values. While Defendant would normally be offered an opportunity to purchase the property, Plaintiffs argue that the normal process does not apply here since default was entered against Defendant. When the interests of all parties are undisputed or have been adjudicated, the parties may agree upon a partition by appraisal. (CCP § 873.910.) Based on the information presented, the Court hereby grants Plaintiffs’ Motion.

TENTATIVE RULING #10: PLAINTIFF’S MOTION TO ADOPT FAIR MARKET VALUE AND APPROVE PARTITION IS GRANTED.

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11.	23CV0238	TRACY RUGER vs. EL DORADO COUNTY ET AL
Demurrer		

This case involves the death of an in-custody individual, James Sherfield Morrison (“James”). Plaintiff Tracy Ruger, James’ mother, alleges the following in her Second Amended Complaint (“SAC”): On November 2, 2021, James was admitted to the El Dorado County Jail. During intake, Defendant Wellpath Community Care, LLC, evaluated him and decided to place him in a general population cell rather than under suicide watch, despite awareness of his suicidal tendencies. Once in general population, James allegedly was not adequately supervised by El Dorado County personnel, resulting in his death by suicide.

Defendant County of El Dorado, and individual Defendants (collectively “Defendants”) demur to the SAC.¹

Standard of Review - Demurrer

A demurrer tests the sufficiency of a complaint by raising questions of law. *Rader Co. v. Stone* (1986) 178 Cal.App.3d 10, 20. In determining the merits of a demurrer, all material facts pleaded in the complaint and those that arise by reasonable implication, but not conclusions of fact or law, are deemed admitted by the demurring party. (*Moore v. Conliffe*, 7 Cal.4th 634, 638; *Interinsurance Exchange v. Narula*, 33 Cal.App.4th 1140, 1143. The complaint must be construed liberally by drawing reasonable inferences from the facts pleaded. *Flynn v. Higham* (1983) 149 Cal.App.3d 677, 679.

Rodas v. Spiegel (2001) 87 Cal. App. 4th 513, 517.

Demurrer

Plaintiff’s First Amended Complaint was filed on July 18, 2024. Following a hearing on October 24, 2025, the Defendants’ demurrer was sustained with leave to amend.

The Second Amended Complaint (“SAC”) includes two causes of action: (1) Negligence and Negligence Per Se, (2) Failure to Follow Mandatory Duties Established by Law. (3) Wrongful Death and Survival Action (Government Code §§ 815.2, 815.6; Code of Civil Procedure §§ 377.30, 377.60) (4) Violation of the Tom Bane Act (Civil Code §52.1) (“Bane Act”). New to the SAC as compared to the FAC is an allegation based on Government Code § 815.6 and a statutory basis for the negligence claim (Government Code § 815.2).

Defendants demur to all causes of action, arguing that Plaintiff’s claims are barred by Gov. Code § 844.6. Further, that Plaintiff fails to allege sufficient facts to support a claim under the Bane Act against the Defendants because the SAC does not allege interference with rights

¹ Defendants Wellpath Community Care, LLC, Wellpath Management, Inc., and Wellpath Recovery Solutions, LLC are not part of this Demurrer. Their involvement in the case is stayed due to proceedings in the United States Bankruptcy Court.

through coercion, threats, or intimidation. Defendants request that the demurrer be sustained without leave to amend because there is no reasonable possibility that the following defects could be cured by amendment:

- Section 844.6 of the Government Code grants immunity from liability to public entities for injuries caused by or to a prisoner. Under Gov. Code § 844, the term “prisoner” includes persons arrested and booked in jail. (Gov. Code § 844.) As applicable here, the sole exception to this immunity arises under Gov. Code § 845.6, which permits liability when a public entity or its employees fails to summon immediate medical care for a prisoner in obvious need of such care. (See e.g. Gov. Code §§ 844.6, 845.6.). Government Code § 815.6 is not included in those enumerated exceptions. In Lucas v. City of Long Beach (1976) 60 Cal.App.3d 341, 350, the court clarified that liability for the failure to prevent a suicide is not contemplated under the exception to these statutory provisions. (Id. at p. 350.)
- Civil Code § 52.1, known as the Bane Act, allows for civil action against anyone who interferes with another’s constitutional rights through threats, intimidation, or coercion. A claim under § 52.1 “does not extend to all ordinary tort actions because its provisions are limited to threats, intimidation, or coercion that interferes with a constitutional or statutory right.” Venegas v. County of Los Angeles (2004) 32 Cal.4th 820, 843. The SAC alleges inaction, as opposed to threats, intimidation or coercion and it fails to assert a constitutional right that was interfered with.

The Court agrees. The government immunity statutes are clear, and the SAC does not contain any statutory authority or factual allegations sufficient to overcome that immunity.

Leave to Amend

There is a general policy in this state of great liberality in allowing amendment of pleadings at any stage of the litigation to allow cases to be decided on their merits. (Kittredge Sports Co. v. Superior Court (1989) 213 Cal.App.3d 1045, 1047; Hulsey v. Koehler (1990) 218 Cal.App.3d 1150, 1159; Hyman v. Tarplee (1944) 64 Cal.App.2d 805, 813-814.) “...it is a rare case in which ‘a court will be justified in refusing a party leave to amend his pleadings so that he may properly present his case.’ (Citations omitted.) If the motion to amend is timely made and the granting of the motion will not prejudice the opposing party, it is error to refuse permission to amend and where the refusal also results in a party being deprived of the right to assert a meritorious cause of action or a meritorious defense, it is not only error but an abuse of discretion. (Citations omitted.)” (Morgan v. Superior Court (1959) 172 Cal.App.2d 527, 530.) “...absent a showing of prejudice to the adverse party, the rule of great liberality in allowing amendment of pleadings will prevail. (Higgins v. Del Faro (1981) 123 Cal.App.3d 558, 564, 176 Cal.Rptr. 704.)” (Board of Trustees of Leland Stanford Jr. University v. Superior Court (2007) 149 Cal.App.4th 1154, 1163.)

Code of Civil Procedure § 430.41(e)(1) sets an upper limit of three amendments “absent an offer to the trial court as to such additional facts to be pleaded that there is a reasonable possibility the defect can be cured to state a cause of action.” Under normal circumstances the Court would consider an additional opportunity to amend if “the defect could be cured to state a cause of action.”

In this case, however, Plaintiff has filed three Complaints, and none of these has alleged facts or specified statutory grounds that would overcome the government’s clear statutory immunity. Nor has Plaintiff filed any opposition to the demurrer or requested leave to file a Third Amended Complaint.

TENTATIVE RULING #11: DEFENDANTS’ DEMURRER IS SUSTAINED WITHOUT LEAVE TO AMEND.

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