December 19, 2025
Dept. 9
Tentative Rulings

1.	**25CV0908**	**TREDENNICK, ET AL v. MOODY**
Leave to Amend		

This unopposed motion seeks leave to file a Second Amended Complaint ("SAC") to add a party who is a trustee of a trust that has acquired title to the property in dispute since the filing of the prior Complaint. The Motion includes a Memorandum of Points and Authorities, a copy of the proposed amended pleading, and a proposed Order. Missing is a supporting declaration as required by California Rules of Court, Rule 3.1324(b).

Code of Civil Procedure § 473(a)(1) provides:

> The court may, in furtherance of justice, and on any terms as may be proper, allow a party to amend any pleading or proceeding by adding or striking out the name of any party, or by correcting a mistake in the name of a party, or a mistake in any other respect; and may, upon like terms, enlarge the time for answer or demurrer. The court may likewise, in its discretion, after notice to the adverse party, allow, upon any terms as may be just, an amendment to any pleading or proceeding in other particulars; and may upon like terms allow an answer to be made after the time limited by this code.

California Rules of Court, Rule 3.1324 sets forth the requirements for a motion to amend pleadings:

(a) Contents of motion

A motion to amend a pleading before trial must:

(1) Include a copy of the proposed amendment or amended pleading, which must be serially numbered to differentiate it from previous pleadings or amendments;
(2) State what allegations in the previous pleading are proposed to be deleted, if any, and where, by page, paragraph, and line number, the deleted allegations are located; and
(3) State what allegations are proposed to be added to the previous pleading, if any, and where, by page, paragraph, and line number, the additional allegations are located.

(b) Supporting declaration

A separate declaration must accompany the motion and must specify:

(1) The effect of the amendment;
(2) Why the amendment is necessary and proper;
(3) When the facts giving rise to the amended allegations were discovered; and
(4) The reasons why the request for amendment was not made earlier.

While technically there is no supporting motion in compliance with the rule, the court finds that the motion and supporting memorandum sufficiently set forth the necessity of the amendment and the reason it is being brought to the court now. The court uses its discretion to waive any defect in this regard and grants the motion.

TENTATIVE RULING #1: MOTION FOR LEAVE TO AMEND IS GRANTED. THE AMENDED COMPLAINT SHALL BE FILED BY JANUARY 9, 2026.

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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IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM, PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.

2.	**24CV0753**	**BECKER v. MUZYKA**
Compromise Minor Claim		

TENTATIVE RULING #2: THIS MATTER IS CONTINUED TO 8:35 A.M. ON FRIDAY, DECEMBER 19, 2025, IN DEPARTMENT NINE.

3.	**22CV0690**	**BROST ET AL. v. MARTINEZ**
Motion for Relief per § 473(b)		

This motion requests the Court for an Order pursuant to Cal. Code of Civil Procedure §473(b):

> relieving them from the August 25, 2025, order granting summary judgment as to Brian Morrow, and as to the Eighth Cause of Action titled "Negligence II" in the First Amended Verified Complaint," as amended and restated in Plaintiffs' proposed Second Amended Verified Complaint as the Eighth Cause of Action for Negligence. The net effect of the relief sought by this motion is to modify the August 25, 2025, order to (1) relief [sic] Plaintiffs from the order granting summary judgment under Cal. Civil Procedure §437c(a), and (2) to relief [sic] Plaintiffs from the order granting summary adjudication of their Eighth Cause of Action for Negligence as to Defendant Morrow.

Notice of Motion at 2:4-11.

The summary judgment motion at issue was first heard on May 9, 2025, but the Court continued the matter to allow the parties to conduct additional discovery to determine whether any triable issue of material fact could be developed. Following hearing on August 15, 2025, the Cout granted the summary judgment motion.

The May 9, 2025, Tentative Ruling noted that Plaintiff's Opposition exceeded page limits without permission of the Court and that it was filed three days late. Further, the Court noted that Plaintiff had failed to file a Separate Statement. The Court found that the Plaintiff's pleadings on the motion violated Code of Civil Procedure §§ 12c(a) and (b), 437c(b)(2) and (3), California Rules of Court 3.113(d), and Local Rules 7.10.11(A) and (C). Nevertheless, the Court considered the Plaintiff's evidence in Opposition and found that there were no issues of triable fact sufficient to defeat the motion. The time granted by the Court for additional discovery leading up to the August 15, 2025, hearing produced nothing to change that result and the motion was granted.

Now Plaintiff moves for relief from that Order on the grounds of excusable surprise and neglect. Code of Civil Procedure § 473(b). Plaintiff appears to be requesting the Court to allow it to submit the separate statement for the sake of allowing a determination of the motion on its merits with all the facts before it.

Plaintiffs arguments are voluminous in re-litigating the summary judgment motion. Plaintiff addresses the timeliness of the motion and the public policy of hearing the case on its merits. The only relevant issue that Plaintiffs pleadings do not address is the basis for the "excusable surprise and neglect," which is the central requirement for Section 473(b) relief.

TENTATIVE RULING #3: PLAINTIFF'S MOTION IS DENIED.

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4.	24CV2747	DEMEYER v. PALASHEWSKI
Motion to Strike		

Defendant filed a Motion to quash service of the Summons and Complaint based on lack of personal jurisdiction; Plaintiff has filed a Motion to strike Defendant's Amended Answer.

Defendant has filed a series of Answers, on January 10, 2025, June 16, 2025, and on July 21, 2025. The first two Answers have been previously stricken in court proceedings.

At the hearing on November 14, 2025, the Court continued the issue of the final, July 21, 2025, Answer ("July Answer") and offered the parties an opportunity to file additional briefing.

The July Answer, filed in response to the July 11, 2025, hearing, consists of a "Declaration" using the Judicial Council form for a Declaration, and attached a collection of documents that are described in the Court's file as "General Denial and Answer **Corrected as per Judge's Request**".

Defendant's July Answer, included an unsigned verification page, and an unsigned "Answer Contract and Motions" attachment. However, the filing's first page is a signed Judicial Council "Declaration" form (MC-030) that attests under penalty of perjury that "see all attached" is true and correct. The attachments include the documents that collectively make up Defendant's "Amended Answer". The Court finds that this is sufficient verification of the documents attached to the Declaration as Defendant's Amended Answer.

Plaintiff further argues that specific elements of the Amended Answer are improper and should be stricken. Specifically, Plaintiff requests the Court to strike the following:

1. A General Denial (page 3 and page 6, paragraph 1) which should not be included in an Answer responding to a verified Complaint. Code of Civil Procedure § 431.30(d).
2. Improper material at page 6, paragraph 2 and page 7, paragraph 3, including "Objection to Jurisdiction and Venue Motion to Change Venue to Correct Jurisdiction" and "Motion for Demurrer." Plaintiff argues that this is improper because it is neither the denial of the Complaint nor a statement of any new matter constituting a defense, as required by Code of Civil Procedure § 431.30(b).
3. Requests for affirmative relief, which should not be included in an Answer per Code of Civil Procedure § 431.30(c). Plaintiff indicates that the July Answer at page 11, lines 6-19 is an improper request for affirmative relief.

Code of Civil Procedure §436 provides:

> The court may, upon a motion made pursuant to Section 435, or at any time in its discretion, and upon terms it deems proper:
>
> (a) Strikeout any irrelevant, false, or improper matter inserted in any pleading.
>
> (b) Strike out all or any part of any pleading not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court.

Accordingly, the Court grants Plaintiff's Motion to Strike the passages referenced above from the July Answer.

TENTATIVE RULING #4: PLAINTIFF'S MOTION TO STRIKE IS GRANTED.

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5.	**25CV0662**	**PLACER VILLAGE APARTMENTS, L.P. v. FEDERAL INSURANCE COMPANY**
Leave to Amend/Motion to Compel Further Production of Documents/Motion to Compel Production		

Defendant Federal Insurance Company ("Federal" or "Defendant") issued property insurance policies to Plaintiff. Water damage during the winter of 2017-2018 caused $14 million of property damage to the insured structure. Federal claims the damage was caused by construction defects during 1988 construction that are time-barred. Plaintiff has sued for breach of contract, tortious breach of contract and declaratory relief.

Motion to Compel Production of Documents/Further Production of Documents

Plaintiff served the discovery requests at issue on April 24, 2025. Declaration of Patrick McGovern, dated August 6, 2025 ("McGovern Declaration"), at 2:16-18.

To their credit, the parties have substantially narrowed the discovery issues since this motion was filed on August 6, 2025. On September 16, 2025, Federal produced copies of 20 policies issued to the CBM Group (and in which Plaintiff was a named insured) that were effective from July 1, 1998, through July 1, 2018. See Declaration of Michael R. Davisson ("Davisson Decl."). The Court addresses only the remaining issues identified in Defendant's October 20, 2025, Opposition and Plaintiff's October 24, 2025, Reply related to Requests for Production Nos. 1-21.

The remaining question on this Motion is, having produced its primary layer general liability policies in response to Requests for Production Nos. 1-21, whether Federal should be ordered to also produce the excess liability policies that it issued for the 1998 to 2019 policy periods, on which Placer Village is also an insured?

Plaintiff requests the Court to order Defendant to produce any and all excess liability policies that Federal issued to The CBM Group, Inc. for the policy periods beginning in July 1998 and ending in July 2019. Plaintiff claims that although Federal did produce primary layer general liability policies, Federal has not produced excess liability policies for the period July 1998-July 2019. Plaintiff argues that by producing the underlying policies, Federal has conceded the relevance of liability policies and cannot claim that evidence of excess coverage is irrelevant.

To quote Plaintiff's Reply argument on the issue of the relevance of the excess policies:

> Although technically not "at issue" in this case at this time, the excess liability policies are "relevant to the subject matter involved in the pending action." CCP§2017.010. "Relevancy to the subject matter is a broader concept than relevancy to the issues."

> *Greyhound Corp. v. Superior Court* (1961) 56 Cal.2d 355, 390. The subject matter of this case is Federal's obligation to reimburse Plaintiff for the losses it has sustained as result of the water intrusion damage at the Property. The excess liability policies are "relevant to the subject matter" of this action, because those policies pertain to the ultimate question of Federal's liability for the water intrusion damage. The excess liability policies are also relevant because they will assist Plaintiff to evaluate its case and potentially facilitate settlement. See *Glenfed Devel. Corp. v. National Union Fire Ins. Co.* (1997) 53 Cal.App.4th 1113, 1117 ("In the context of discovery, evidence is 'relevant' if it might reasonably assist a party in evaluating its case, preparing for trial, or facilitating a settlement".

Reply Memorandum, dated October 24, 2025, at 6.

Federal counters that, all responsive documents having been produced, the Motion is moot, and Plaintiff's motion to compel should be denied. Federal represents that, after conducting a reasonable search, it has determined that any excess policies that might exist are excess to liability insurance only, and do not provide excess coverage for the property insurance at issue here. Davisson Decl. Thus, the production of those excess policies will not lead to the discovery of admissible evidence and are irrelevant to the subject matter of this action.

Specifically, federal argues that Requests Nos. 1-21 are moot because all responsive documents have already been provided. Defendant's October 20, 2025, Response to Plaintiff's Separate Statement.

Standard of Review

California law provides parties with expansive discovery rights. "Any party may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter involved in the pending action or to the determination of any motion made in that action, if the matter either is itself admissible in evidence or appears reasonably calculated to lead to the discovery of admissible evidence." Code of Civil Procedure § 2017.010.

> "For discovery purposes, information is relevant if it 'might reasonably assist a party in evaluating the case, preparing for trial, or facilitating settlement....' [Citation.] Admissibility is not the test and information unless privileged, is discoverable if it might reasonably lead to admissible evidence. [Citation.] These rules are applied liberally in favor of discovery [citation], and (contrary to popular belief), fishing expeditions are permissible in some cases." (*Gonzalez v. Superior Court* (1995) 33 Cal.App.4th 1539, 1546, 39 Cal.Rptr.2d 896, italics omitted.)

Garamendi v. Golden Eagle Ins. Co., 116 Cal. App. 4th 694, 712 (2004); see also Lopez v. Watchtower Bible & Tract Soc'y of New York, Inc., 246 Cal. App. 4th 566, 590–91 (2016).

"[U]nder the deferential abuse-of-discretion standard . . a trial court's ruling 'will be sustained on review unless it falls outside the bounds of reason." Fuller v. Superior Ct., 87 Cal. App. 4th 299, 304 (2001) (citations omitted). Defendant argues that the Court has broad discretion and should apply "reason, logic and common sense" to deny Plaintiff's Motion.

Defendant has not asserted that the requested documents are overbroad, vague, burdensome or privileged, only that they are not relevant to the Plaintiff's case. The Court finds that the excess insurance policies are relevant to the case under the applicable legal standards for discovery and should be produced.

Leave to File First Amended Complaint

Plaintiff requests leave to file a First Amended Complaint. The motion is unopposed.

Code of Civil Procedure § 473(a)(1) provides:

> The court may, in furtherance of justice, and on any terms as may be proper, allow a party to amend any pleading or proceeding by adding or striking out the name of any party, or by correcting a mistake in the name of a party, or a mistake in any other respect; and may, upon like terms, enlarge the time for answer or demurrer. The court may likewise, in its discretion, after notice to the adverse party, allow, upon any terms as may be just, an amendment to any pleading or proceeding in other particulars; and may upon like terms allow an answer to be made after the time limited by this code.

California Rules of Court, Rule 3.1324 sets forth the requirements for a motion to amend pleadings:

(a) Contents of motion

A motion to amend a pleading before trial must:

(1) Include a copy of the proposed amendment or amended pleading, which must be serially numbered to differentiate it from previous pleadings or amendments;
(2) State what allegations in the previous pleading are proposed to be deleted, if any, and where, by page, paragraph, and line number, the deleted allegations are located; and
(3) State what allegations are proposed to be added to the previous pleading, if any, and where, by page, paragraph, and line number, the additional allegations are located.

(b) Supporting declaration

A separate declaration must accompany the motion and must specify:

(1) The effect of the amendment;
(2) Why the amendment is necessary and proper;
(3) When the facts giving rise to the amended allegations were discovered; and
(4) The reasons why the request for amendment was not made earlier.

* * *

TENTATIVE RULING #5: PLAINTIFF'S MOTION IS GRANTED AS TO REQUESTS FOR PRODUCTION NOS. 1-21. RESPONSIVE DOCUMENTS SHALL BE PRODUCED TO PLAINTIFF BY JANUARY 16, 2026. PLAINTIFF'S MOTION FOR LEAVE TO AMEND IS GRANTED. THE AMENDED COMPLAINT SHALL BE FILED BY JANUARY 9, 2026.

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6.	**25CV0816**	**RIBEIRO CALIFORNIA II, LLC v. EL DORADO FILMS, LLC et al**
Compel Further Responses to Interrogatories		

Plaintiff landlord and Defendant tenant entered into a three-year lease of commercial real property. Complaint, para. 9; Exhibit A. The lease specifies the base monthly rent and late fees if not paid by the fifth day that it is due, with additional late fees if not paid after 30 day so the due date. Complaint, paras. 11-13; Exhibit A, Sections 4.1, 4.3, 4.6.

Defendant was entering into the lease on behalf of El Dorado Films, LLC, and further executed a personal guarantee to be responsible for payments under the lease. Complaint, Exhibit B. In June, 2024 the parties executed a "Termination of Lease Agreement" for early termination of the lease which, according to the Complaint, was at the Defendant's instigation "for the purpose of ending the Lease Agreement and eliminating Lessee's on going [sic] liability for the Lease Agreement." Complaint, Exhibit C. The Lease Termination Agreement provided that Defendant was to pay all amounts due under the lease up to June 30, 2024, plus a $30 lease buyout fee if the lease was terminated, but would avoid liability for the full lease term and would receive his deposit back. Complaint, Exhibit C. According to the Complaint, Defendant is in arrears for lease payments for February and June 2024 in the amount of $2,472.55 and additionally owes a lease buyout payment in the amount of $230.

As to the period beginning in June 2024, Plaintiff asserts that, having breached the Termination Agreement by failing to pay the outstanding lease charges, remains responsible for the underlying lease through September, 2024, and the additional amounts due for the full lease term total $4,835.88.

Plaintiff filed suit in March, 2025, and an Answer was filed on behalf of the individual Defendant, but not on behalf of the LLC. Accordingly, default was entered as to the LLC on May 8, 2025.

Defendant propounded discovery in the form of interrogatories on September 15, 2025, and the Plaintiff's response to those interrogatories is presently at issue. Plaintiff asserts that Defendant has failed to meet and confer in good faith, and that it has already served responses to the contested Interrogatories on October 20, 2025, days before this motion was filed.

As the Plaintiff's October 20, 2025, responses are not taken into consideration by this motion, the parties are ordered to meet and confer on the now-current responses.

Plaintiff requests an attorney's fee award of $1,550.00 for 5.00 hours of billable work at my rate of $310.00 per hour for time spent in drafting the supporting papers to Plaintiff's opposition ("Opposition") to the Motion.

TENTATIVE RULING #6: THIS MATTER IS CONTINUED TO 8:30 A.M. ON JANUARY 30, 2026, IN DEPARTMENT NINE, TO ALLOW THE PARTIES TO MEET AND CONFER.

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7.	**24CV0534**	**CARBON v. BARTON MEMORIAL HOSPITAL et al**
Change of Venue		

This is a personal injury case related to Plaintiff's medical treatment at Barton Memorial Hospital in South Lake Tahoe. Plaintiff, a minor, has filed an unopposed motion to change the venue of this matter to the South Lake Tahoe Branch of the Court. Plaintiff's prior counsel filed the matter in the Cameron Park Branch, and Plaintiff's new counsel, citing Code of Civil Procedure § 395(a), asserts that:

> [T]his is an improper venue as the subject injuries occurred in South Lake Tahoe, Plaintiff resides in South Lake Tahoe, Defendants' businesses are located in South Lake Tahoe, and no contract between the parties was entered into in Cameron Park.

Plaintiff further argues that neither Plaintiff nor Defendants did business in Cameron Park; Defendants' businesses are not located in Cameron Park; Plaintiff does not reside in Cameron Park. And further, that Plaintiff's attorney is located in South Lake Tahoe.

TENTATIVE RULING #7: THE MOTION IS GRANTED.

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8.	**24CV0887**	**ANDRIDGE v. NUNES ET AL**
Motion to Compel Responses to Interrogatories		

Defendant/Cross-Complainant ("Nunes") moves to compel Plaintiff/Cross-Defendant's ("Andridge") responses to Special Interrogatories, Set One, served on July 25, 2025. Declaration of Michael Nunes, dated October 9, 2025. Andridge has not yet responded. The Motion is unopposed.

> The party to whom interrogatories have been propounded shall respond in writing under oath separately to each interrogatory by any of the following:
>
> (1) An answer containing the information sought to be discovered.
> (2) An exercise of the party's option to produce writings.
> (3) An objection to the particular interrogatory.

Code of Civil Procedure § 2030.210(a).

Plaintiff has not met the requirements of the statute.

Sanctions

Nunes requests sanctions in the amount of $1,000.

There are statutory sanctions available for misuse of discovery pursuant to Code of Civil Procedure § 2023.010 ("Misuses of the discovery processes include, but are not limited to ... (d) failing to respond or submit to an authorized method of discovery ... ") and Code of Civil Procedure § 2023.030. ("To the extent authorized by the Chapter governing any particular discovery method or any other provision of this title, the Court, after notice to any affected party, person or attorney, and after opportunity for hearing, may impose ... sanctions against anyone engaging in conduct that is a misuse of the discovery process ... ").

TENTATIVE RULING #8: DEFENDANT'S MOTION TO COMPEL RESPONSES TO SPECIAL INTERROGATORIES, SET ONE, IS GRANTED. PLAINTIFF SHALL PROVIDE CODE COMPLIANT RESPONSES TO DEFENDANT WITHIN TEN CALENDAR DAYS. SANCTIONS ARE AWARDED IN THE AMOUNT OF $200 AND SHALL BE PAID BY PLAINTIFF TO DEFENDANT NUNES WITHIN TEN CALENDAR DAYS.

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).

NOTICE TO ALL PARTIES OF A REQUEST FOR ORAL ARGUMENT AND THE GROUNDS UPON WHICH ARGUMENT IS BEING REQUESTED MUST BE MADE BY TELEPHONE OR IN PERSON BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; EL DORADO

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.

IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM, PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.

9.	PC20200191	SCOTT GREEN ET AL. v. SNIPES CONSTRUCTION ET AL.
Good Faith Settlement		

Defendant/Cross-Complainant Snipes Construction Inc. and Tim Andrew Snipes (collectively "Snipes" or "Defendants") and Cross-Defendant LR Landscaping LLC ("LR" or "LR Landscaping") request the Court's approval of proposed settlements pursuant to Code of Civil Procedure § 877.6.

The Plaintiffs' Complaint alleges cost of repair damages at $5,136,258.09. Declaration of Fred Trudeau, dated August 26, 2025, para. 8 ("Trudeau Declaration"). The parties have conducted written discovery. Id., para. 9. Snipes' experts did not conduct independent assessments of the cost of repair, but their "preliminary opinions" were that the actual cost of repair would be substantially below Plaintiffs' estimates and below the settlement amount. Id., para. 10. Following mediation, Plaintiffs agreed to a total settlement amount of $1,466,500 as to roughly a dozen of the 39 named defendants. Id. Paras. 7, 11-12.

Procedural History

On July 8, 2025, Defendant/Cross-Complainant Snipes Construction Inc. and Tim Andrew Snipes (collectively "Snipes" or "Defendants") filed an Application for Determination of Good Faith Settlement. The settlement does not include Bonar Engineering, Inc. ("Bonar"), which opposed the settlement.

On August 26, 2025, Defendant filed a Notice of Withdrawal of Application for Good Faith Settlement. That same day, Defendant filed a Motion for Good Faith Settlement to address the same proposed settlement.

On September 12, 2025, the Court required appearances to clarify the status of the application to approve a good faith settlement. The hearing was attended by Snipes and Bonar Engineering. The Court determined the matter of the July 8, 2025 application to be moot following that hearing.

The applications for good faith settlement currently at issue include Snipes' Amended Motion for Determination of Good Faith Settlement filed on September 10, 2025 ("Snipes Amended Motion"). In addition, on September 12, 2025, Cross-Defendant LR Landscaping LLC also filed a Motion for Determination of Good Faith Settlement ("LR Landscaping Motion").

Opposition

Bonar Engineering opposes both motions on the grounds that:

1) Both Motions 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.

[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

(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 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 reply 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 this case, Bonar argues that it cannot ascertain its statutory offset rights under Code of Civil Procedure § 877. In the case of the Snipes Motion, Bonar argues that it presents a lump sum payment of $1,466,500 from 17 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, the settlement proposal simply repeats the same $1.466 million "global" settlement set forth in Snipes' Motion, then inserts LR Landscaping's $25,000 contribution to reach a total of $1.491 million. Bonar argues 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 17 subcontractor trades; or (3) explain the relationship between the $25,000 payment and the $5.13 million cost-of-repair estimate prepared by Plaintiffs' expert.

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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.

> 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.

Burden of Proof

According to Bonar, the Court will not be able to determine whether the settlement proposal is "in the ballpark" because it lacks information on (1) the total damages being sought by the Plaintiffs, (2) a breakdown of all types of damages sought by Plaintiffs, or (3) an allocation of damages to each subcontractor/defendant. Bonar argues that it is the settling parties' burden to establish the "present monetary value" of their agreement, citing Abbott Ford, Inc. v. Sup.Ct., 43 Cal.3d 858, 879 (1987).

Snipes/LR Landscaping respond to Bonar's objections by first noting that it is Bonar's burden of proof to prove that the settlement is not in good faith. Code of Civil Procedure § 877.6(d); Tech-Bilt at 499-500. ("The party asserting the lack of good faith … 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.")

Snipes is correct that the language cited by Bonar in the Abbott Ford case is specific to sliding scale settlement agreements, and does not apply to the circumstances before this Court. Abbott at 879. It is Bonar's burden of proof to demonstrate that the proposed settlement is "out of the ballpark."

Mediplex of California, Inc. v. Superior Ct., 34 Cal. App. 4th 748 (1995) is similarly unhelpful to Bonar on the issue of burden of proof, because the Court in that case held only that the nonsettling defendant had a right to see the terms of the proposed settlement.

Proportionate Liability

Bonar argues that the contested Motions leave it exposed to joint and several liability without any meaningful offset because the settlement terms do not provide evidence of

proportionate liability in the form of expert analysis, information about each settling party's role, information relative to the culpability of all parties in the matter, insurance information, financial condition of the settlors or any justification for the disparate payments among the settling parties.

Snipes argues that its Motion provided an allocation of the total settlement amount of $1,466,500, showing funds being contributed by each settling party and that these amounts were agreed upon following arms-length after discovery and a thorough investigation of the claims being made. Trudeau Declaration, paras. 9-10. Snipes argues that the settlement amounts were determined through the mediation process and based on Snipes' expert's analysis of Plaintiffs' claims and inspection of the property. Trudeau Declaration, paras. 10-12. The amount of each parties' settlement contribution is listed on page 4 of the proposed settlement agreement. Trudeau Declaration, Exhibit A. The percentage each settling party contributed to the total settlement amount is set forth in Snipes Reply to Bonar's Opposition.

The only evidentiary support for Bonar's Opposition is the supporting Declaration of Benjamin D. Koegel, dated October 20, 2025 ("Koegel Declaration"). That Declaration does not contain any allegation that the proposed settlement, which followed written discovery and supervised mediation, is grossly disproportional to a reasonable estimate of the settling parties' total or proportional liability, nor does it allege the existence of collusion, fraud, or tortious conduct aimed to injure the interests of nonsettling defendants.

On balance, the proposed settlement terms meet the Tech-Bilt criteria, and Bonar has not produced any factual support for concluding that the terms are disproportionate, unfair or the result of collusion. However, neither the settlement nor the supporting Declarations address the financial conditions and insurance policy limits of settling defendants, leaving the possibility that the settlement terms will leave nonsettling Defendants without financial recourse in this case involving multiple Cross-Complaints.

* * *

This case was originally heard on October 31, 2025, and was continued to allow the parties an opportunity to present additional evidence on the Tech-Bilt factors. Snipes filed a supplemental brief that provided the following additional information on the parties' insurance policy limits, based on the parties' responses to interrogatories:

- Snipes Construction, Inc. and Tim Andrew Snipes $1,000,000.00
- AP Plumbing Unavailable.
- The Big Company, Inc. DBA Capo Valley Fireside Inc. Unavailable.
- Richard Cotham Painting and Richard Cotham $1,000,000.00
- Creative Polymer Applications $1,000,000.00
- D&D Cabinets – Savage Designs, Inc. $1,000,000.00

- Forte Tile, Inc. Unavailable
- Homewood Building Supply Inc. $1,000,000.00
- Master Heating & Air Conditioning Unavailable

TENTATIVE RULING #8: APPEARANCES ARE REQUIRED AT 8:30 A.M. ON FRIDAY, DECEMBER 19, 2025, IN DEPARTMENT NINE, TO ALLOW THE PARTIES AND OPPORTUNITY TO PROVIDE ANY ADDITIONAL EVIDENCE RELATED TO THE REQUIREMENTS OF CODE OF CIVIL PROCEDURE § 877.6 AND THE TECH-BILT FACTORS.

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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IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM, PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.

10.	**21CV0356**	**THE POTOSKY REVOCABLE LIVING TRUST v. THE BELFORD ESTATES HOMEOWNERS' ASSOCIATION**
Motion to Enforce Settlement Agreement / for Attorney's Fees		

This litigation was initiated in 2021 because of a dispute over the construction of a fence and a shed on property owned by Plaintiff/Cross-Defendant Potosky Revocable Living Trust ("Plaintiff" or "Trust"), which makes up of two of the seven lots in Defendant and Cross-Complainant Belford Estates Homeowners Association ("Defendant"). Plaintiff sued for breach of contract, breach of fiduciary duty and breach of implied covenant of good faith and fair dealing and claimed $100,000 in damages and punitive damages.

The parties reached a settlement in this action on April 17, 2025, during the course of a settlement conference before the Court. The Court found that "the parties have knowing, voluntarily, and intelligently agreed to the terms and conditions of the agreement" and that "the case has settled." Minute Order, April 17, 2025, Department 10.

The Plaintiff never executed the settlement agreement. This motion is made by Defendant to enforce the settlement and request an award of attorney's fees and costs.

Settlement Agreement

Code of Civil Procedure § 664.6(a) provides:

> If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If the parties to the settlement agreement or their counsel stipulate in writing or orally before the court, the court may dismiss the case as to the settling parties without prejudice and retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

See also, Canaan Taiwanese Christian Church v. All World Mission Ministries, 211 Cal. App. 4th 1115, 1122, note 3 (2012):

> Often, in cases where an oral settlement is placed on the record in the trial court, a written agreement will follow. If difficulties or unresolvable conflicts arise in drafting the written agreement, the oral settlement remains binding and enforceable under [Code of Civil Procedure] section 664.6. Having orally agreed to settlement terms before the court, parties may not escape their obligations by refusing to sign a written agreement that conforms to the oral terms." (*Elyaoudayan v. Hoffman* (2003) 104 Cal.App.4th 1421, 1431, 129 Cal.Rptr.2d 41.)

A transcript of the settlement conference is attached to the Declaration of Thomas G. Trost, dated September 18, 2025, ("Trost Declaration"), Exhibit A. On the issues presented in this Motion the transcript indicates that:

- Plaintiffs' lots remain subject to the Belford HOA CC&Rs (119:27-120:3; 120:15-17))
- Plaintiff agrees to dismiss case no. 25CV0792 (120:27-121:7)
- Defendant agrees to dismiss the related cross-complaints in the two actions (121:4-7)
- The settlement agreement to be enforceable under Code of Civil Procedure § 646.6 (123:20-23; 127:21-24)
- That if Plaintiff attempted to transfer title to one of the two lots it owns the Defendant would have the immediate right to seek stipulation for judgment. (122:12-14)
- The parties agreed on a schedule for exchange of written drafts of the agreement (122:4-10)
- The Plaintiff's fence is approved as installed and the application for the proposed shed will be approved if the paint color is resubmitted to include a non-reflective Forest green paint. (125:9-28)
- Plaintiff will pay to Defendant $24,000 in assessed fees due to the HOA within 30 days of the execution of the settlement agreement (126:20-26)
- Defendant's Board of Directors may approve the settlement terms unless they unanimously disapprove. (123:1-5)
- The Court deemed Defendant "only for [the purpose of attorney's fees] to be the prevailing party. (123:12-15, 120:20-23) "Mr. Trost: The parties agree that for purposes of obtaining attorney's fees only, defendants and cross complainants are the prevailing party for any attorney's fees motion. . . . Mr. Papez: That's fine with me." (124:7-13)

Having recited the key terms into the record with the input of the parties' counsel, the Court then had Plaintiff sworn in and conducted the following examination of Plaintiff (134:10-16):

> THE COURT: I'LL ASK NOW, MS. POTOSKY, THE SAME QUESTION I ASKED BEFORE. DO YOU UNDERSTAND THE TERMS OF THE AGREEMENT?
> THE WITNESS: YES, SIR.
> THE COURT: ARE YOU WILLING TO ENTER INTO THE AGREEMENT?
> THE WITNESS: YES, SIR.
> THE COURT: AND BE BOUND BY THE TERMS OF THE AGREEMENT?

THE WITNESS: YES, SIR.

As to the question of the terms of the settlement agreement, Plaintiff takes issue with: 1) the $24,000 assessment amount, which it says is an estimate, 2) the assessment of costs in addition to attorneys' fees, 3) whether the Belford Board of Directors is required to or merely has the discretion to approve the settlement agreement, 4) dismissal of the companion case against Locarnini.

Dismissal

The Declaration of Debra Potosky, trustee of the Trust, dated December 8, 2025, says that her agreement to the settlement was always conditional on HOA President Locarnini moving out of the HOA:

> My oral agreement to dismiss the companion case, El Dorado Case number 25CV0352 in front of Judge James LaPorte on April 17, 2025 during the settlement conference in this matter was made on the represent the day by Belford Estates HOA President Rick Locarnini that he was selling his property and resigning as Board President thereby resolving many of the differences between myself and the Belford Estates HOA and allowing fox an amicable settlement of our litigation, I, would not have agreed to such term had be not made that representation. I agreed to this term on representation by President Locarnini and if I knew he would be withdrawing his property for sale on July 31, 2025, and not leaving the HOA I would never agreed to such term.

Restated by Plaintiff's counsel in the Opposition at page 3-4:

> Although this provision [Plaintiff's agreement to dismissal of the case against Locarnini) was agreed to on the record what was not stated on the record was that Director LOCARNINI informed all parties the day before the settlement conference he was selling his property located withing the Belford HOA and would be leaving the Belford HOA and more importantly resigning his position as Belford Board HOA President as soon as he sold his property. Director Locarnini listed his property for sale shortly before the settlement conference on April 6, 2025. Director LOCARNINI removed his property from the sale listing on July 31, 2025 during the middle of the summer selling season. The reasonable inference is, it was made so he could get the Potosky 's to dismiss their litigation against him and the Belford HOA which if true is a fraud upon the Potosky's and this Court.

Rick Locarnini is not named as a party to this matter, nor is he referenced in the Complaint. Bruce Shoff was serving as HOA President at the time the Complaint was filed. On March 26, 2025, the Trust filed a second action (25CV0792) on the same facts and alleging the same causes of action against Defendant and Rick Locarnini, who succeeded Shoff as HOA

President. That case was reassigned to Department 4, and, apart from Plaintiff's agreement to dismiss the case following settlement of this case, has no bearing on the terms of the settlement that were read into the record with the participation and agreement of the parties during the settlement conference.

Assessment Amount

The transcript of the settlement conference did not include any discussion of a different amount than the $24,000 discussed at page 126:17-25 of the transcript:

> MR. PAPEZ: TOM, THAT ONE OTHER TERM ABOUT THE 24,000, YOU DIDN'T INCLUDE THAT.
>
> THE COURT: YEAH, RIGHT.
>
> MR. TROST: OH, THANK YOU. PLAINTIFF SHALL PAY THE SUM OF 24,000 IN ASSESSED FEES AND DUES TO THE DEFENDANT ASSOCIATION PAYABLE BY TERM EXCUSE ME -- PAYABLE WITHIN 30 DAYS AFTER EXECUTION OF THE WRITTEN SETTLEMENT AGREEMENT. THAT'S IT, RIGHT?
>
> MR. PAPEZ: YEAH, THAT'S CORRECT.

Belford Board of Directors

From the transcript of the settlement conference at 122:27-123:5:

> MR. TROST: THAT'S THE ONLY MONETARY ISSUE. SO MADAM CLERK COULD YOU JUST LEAVE IT THE WAY IT WAS. PLAINTIFF STIPULATES THAT THIS SETTLEMENT MAY BE APPROVED BY THE BOARD OF DIRECTORS UNLESS THEY ALL UNANIMOUSLY DISAPPROVE THE SETTLEMENT. IS THAT THE WAY YOU WANTED, TOM?
>
> MR. PAPEZ: YEAH, THAT'S CORRECT.

Attorneys' Fees and Costs

At the settlement conference, the parties agreed that the amount of attorneys' fees would be determined by a subsequent motion. Trost Declaration, Exhibit A at 120:21-24.

Defendant brings this motion to recover the expenses of litigation. Defendant emphasizes that the five homeowners who have had to support this litigation against the other two homeowners in the HOA have suffered substantial economic loss as a result of the fees and costs of the litigation and recovery of those costs is necessary and reasonable.

The question presented by Plaintiff is 1) whether Defendant is entitled to costs in addition to attorneys' fees, which were not specifically referenced in the record of the settlement conference, and 2) whether the amount of the claimed fees is reasonable.

Defendant cites the following provisions that govern the award of attorneys' fees in this litigation:

> **Code of Civil Procedure § 1032**
> (a) As used in this section, unless the context clearly requires otherwise:
> * * *
> (4) "Prevailing party" includes the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against those plaintiffs who do not recover any relief against that defendant. If any party recovers other than monetary relief and in situations other than as specified, the "prevailing party" shall be as determined by the court, and under those circumstances, the court, in its discretion, may allow costs or not and, if allowed, may apportion costs between the parties on the same or adverse sides pursuant to rules adopted under Section 1034.
> **(b) Except as otherwise expressly provided by statute, a prevailing party is entitled as a matter of right to recover costs in any action or proceeding.**
> * * *
> **Civil Code section 5975**
> (a) The covenants and restrictions in the declaration shall be enforceable equitable servitudes, unless unreasonable, and shall inure to the benefit of and bind all owners of separate interests in the development. Unless the declaration states otherwise, these servitudes may be enforced by any owner of a separate interest or by the association, or by both.
> (b) A governing document other than the declaration may be enforced by the association against an owner of a separate interest or by an owner of a separate interest against the association.
> **(c) In an action to enforce the governing documents, the prevailing party shall be awarded reasonable attorney's fees and costs.**
>
> **Section 6.3 of the CC&Rs**
> Enforcement. A Lot Owner, Declarant or any party to whose benefit these Restrictions inure shall have the right, but not the obligation, to proceed at law or in equity to prevent the violation of any of the Restrictions and **the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees**. . . .

(Emphasis added.)

From these provisions it is clear that the prevailing party in an action to enforce the CC&Rs of this homeowner's association is entitled to recover reasonable attorney's fees based on contract and statute. It is also clear from the language of each of those provisions that a prevailing party is entitled to recover costs, whether pursuant to the contractual language of the CC&Rs, the statute governing enforcement of CC&Rs, or the statute governing enforcement of CC&Rs generally.

Defendant claims $86,389.42 in fees, and notes that this amount would be reduced by the $24,000 special assessment against Plaintiff's property that was intended to pay for the litigation. No documentation of billing records was submitted with the motion.

TENTATIVE RULING #9: DEFENDANT'S MOTION IS GRANTED, SUBJECT TO A DETERMINATION OF THE AMOUNT OF ATTORNEY'S FEES THAT ARE SUPPORTED BY DEFENDANT'S BILLING RECORDS. PARTIES ARE ORDERED TO APPEAR TO SET A BRIEFING SCHEDULE FOR THE COURT TO DETERMINE THE AMOUNT OF FEES TO AWARD.

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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11.	24CV0108	DIGUIRCO v. MARSHALL MEDICAL CENTER et al
Motion for Summary Judgment		

Plaintiff has sued several Defendants for negligence over an event that occurred on March 16, 2023, when Plaintiff arrived at the Emergency Department of the Marshall Medical Center with serious mental health issues. Plaintiff attempted to exit the Emergency Department when he was first admitted. Defendant's security staff followed him at a safe distance and attempted to persuade him to return to his hospital room. Complaint, para. 11; Declaration of Katrina Kemper, dated September 9, 2025, ("Kemper Declaration") para. 6. Plaintiff subsequently returned to the Emergency Department. He was placed on a 72 hour hold because he was determined to be a danger to himself. Complaint, para. 12. While he was there, medications were prescribed that Plaintiff alleges were not properly administered. Complaint, para. 13. During his hospital visit Plaintiff was left unattended and he was "recklessly allowed to elope" from his hospital room and jumped off a stairwell, suffering serious injuries. Complaint, para. 14. Plaintiff alleges that Defendants "wrongfully lost" Plaintiff when they failed to provide supervisory and custodial care to Plaintiff, even though they were aware of his mental health condition and the fact that he previously tried to exit the Emergency Department. Id.

Defendant Securitas Security Services ("Defendant") moves for summary judgment on the grounds that it 1) acted in conformance with the applicable standard of care and 2) was not a cause of or contributor to Plaintiff's injuries.

Defendant filed a Separate Statement to support its Motion. It is uncontradicted because the Motion is unopposed.

Standard of Care

Defendant was hired by Marshall Medical Cetner in 2022 to provide security services, and the parties entered into a contract to define the scope of those services. UMF No. 1. The contract provides that Defendant "will bear no responsibility for, any services or duties performed that are not expressly specified", and "does not accept overall responsibility for security at the site." UMF No. 2. The contract contemplates that Post Orders will be issued to give specific direction to Defendant's employees in performing services at a hospital site. Post Orders derive from: 1. Facility policies, procedures, correspondence, and administration's verbal instructions 2. Best practices developed by Securitas. 3. Selected Securitas guidelines relating to employment issues. UMF No. 3; Declaration of Rachel Leswing, dated September 9, 2025, ("Leswing Declaration") Exhibit B.

Among Defendant's Post Orders at Marshall are the following specifics relevant to the instant matter:

> Patient Assistance: A patient is the direct responsibility of the medical caregivers. The healthcare staff directs all actions regarding a patient.
>
> Code Green/ Patient Elopement: Available officers will respond to the area of elopement and the description will be given by radio of the patient that cannot be found by nursing staff and has left the area without telling anyone where they are going. From that point available Security Officers will search the outside grounds for the missing Patient.

> Occasionally a patient desires to leave before treatment is completed. If called, the officer should try to help persuade the patient to stay. If the patient will not stay, try to help staff get the patient to sign an Against Medical Advise (AMA) form. Persuading the patient to stay, or signing an AMA form is technically, the responsibility of the doctor or charge nurse, but security may be able to assist. Generally, a patient cannot be detained against his will, however, this varies in individual cases when it has been determined by medical authority the patient is not capable of rendering a rational decision.
>
> Code Gray/Security Assist or Show of Force Combative Person: Available officers will respond to the scene to assess the situation. Security will call if more security response is needed or cancel further response. Security will assist with verbal de-escalation or physical control as instructed by nursing staff.

UMF Nos. 4-8, 10.

Additionally, Defendant submits the transcript of the deposition of Nina Madeiros at 10:19-11:8, 12:20-13:5; Leswing Declaration, Exhibit C:

> Q. If a patient is placed on an involuntary hold by a mental health provider, did you understand that to mean that the patient should not leave the facility?
>
> * * *
>
> THE WITNESS: Technically, the patient should not leave the room, but it depends on the situation.
>
> * * *
>
> Q. What do you mean by that?
>
> A. Well, if they -- at Marshall, it's a -- you don't put hands on a patient. So like, if a patient becomes combative and tries to leave the room, there's a protocol in place that we are to follow.
>
> Q. Okay. And what is the protocol that you're referring to?
>
> A. If a patient leaves the room and they're placed on a 5150 hold, we're to call a Code Green, we're to notify the charge nurse, we are to notify police department, and we're to follow that patient until they're either under -- under police supervision or they're in a safe space.
>
> Q. Okay. And what is “Code Green"?
>
> A. A "Code Green" is when a patient is on a 5150 and they have escaped a room.

Defendant also filed a Declaration by an expert witness in the field of security, Katrina Kemper, who opined that Defendant “acted in full compliance with the applicable standard of care and with the written policies and directives of Marshall Medical Center.” Kemper Declaration, para. 4. The expert witness also found Defendant compliant with industry standards in the medical security field:

> In my professional opinion this was compliant with Marshal Medical Center's Policies and was fully consistent with the IAHSS Healthcare Security Industry Guidelines for Healthcare Security and Safety (most recent edition), which emphasize:
>
> i. Avoiding physical contact or restraint of patients except when expressly authorized by healthcare staff or policy;
> ii. Employing verbal de-escalation techniques as the primary intervention method; and
> iii. Deferring to hospital clinical staff for patient management decisions.

Kemper Declaration, para. 7.

> In my professional opinion, the conduct of Securitas officers in this matter was proper, industry-compliant, and provided a level of security consistent with both contractual obligations and nationally accepted healthcare security practices.

Kemper Declaration, para. 9.

Defendant additionally cites Plaintiff's discovery responses indicating that there are no documents, witnesses or facts to support a claim of negligence against Defendant. UMF Nos. 29-30.

TENTATIVE RULING #10: DEFENDANT'S MOTION FOR SUMMARY JUDGMENT 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).

NOTICE TO ALL PARTIES OF A REQUEST FOR ORAL ARGUMENT AND THE GROUNDS UPON WHICH ARGUMENT IS BEING REQUESTED MUST BE MADE BY TELEPHONE OR IN PERSON BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. CAL. RULE CT. 3.1308; EL DORADO 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.

IF A PARTY OR PARTIES WISH TO APPEAR BY ZOOM, PLEASE CONTACT THE COURT AT (530) 621-5867 AND MEETING INFORMATION WILL BE PROVIDED.