

November 24, 2025 Truckee Civil Law & Motion Tentative Rulings

1. CL0003045 Capital One N.A. vs. Nikkie E Starick

On the Court's own motion, the OSC as to Plaintiff is DISMISSED. Plaintiff has now filed a proof of service evidencing service of the summons and complaint on the sole named defendant. The trial date remains as set.

2. CL0003105 Velocity Investments LLC vs. Lani Ackerman

Appearance required by Plaintiff to show cause as to why this case should not be dismissed and/or Plaintiff sanctioned for failure to serve the Summons and Complaint on Defendant despite the fact this case has been pending for almost three (3) months. Absent good cause being shown, the Court intends, on its own motion, to set the matter for dismissal pursuant to CCP section 583.420 and vacate the trial date set for April 17, 2026 at 11:00 a.m.

3. CU0001352 William Vick vs. Rmax Operating, LLC et al

Defendants Lincoln and Long Engineering's ("L&L"), 5 Star Roofing, LLC ("5 Star"), and Rmax Operation, LLC ("Rmax") Motions for Good Faith Settlement are denied without prejudice.

Standards Governing Good Faith Settlement Determination

In an action alleging claims against multiple joint tortfeasors, a party may seek a good faith settlement determination under Code of Civil Procedure section 877.6(a) which, if granted, generally bars claims for contribution and indemnity by any other joint tortfeasor against the settling party. Code Civ. Proc. §§ 877.6(a)(1), (c). The motion for a good faith settlement determination "may include a request to dismiss a pleading or a portion of a pleading." Cal. Rules of Ct., Rule 3.1382. "The notice of motion or application for determination of good faith settlement must list each party and pleading or portion of pleading affected by the settlement and the date on which the affected pleading was filed." *Id.*

"Any party to an action in which it is alleged that two or more parties are joint tortfeasors or co-obligators in a contract debt shall be entitled to a hearing of good faith of a settlement entered into by the plaintiff or other claimant and one or more alleged tortfeasors or co-obligators..." Code Civ. Proc. § 877.6(a)(1). Rulings on a motion for good faith settlement must be made "in view of the equitable goals of the statute, in conformity with the spirit of the law and in a manner that serves the interests of justice", and must serve the goals of "encouraging settlement among all interested parties" and "equitably allocating costs among multiple tortfeasors", as opposed to allowing a party to obtain "protection from its indemnification obligation at bargain-basement prices." *Long Beach Memorial Medical Center v. Sup. Ct.* (2009) 172 Cal. App. 4th 865, 873, 876.

A good faith determination is only denied if the settlement is "grossly disproportionate to what a reasonable person, at the time of settlement, would estimate the settling defendant's liability to

be.” *Torres v. Union Pacific Railroad Company* (1984) 157 Cal.App.3d 499, 509. The following factors are considered in determining whether a settlement is within the ballpark of a reasonable settlement range: 1) a rough approximation of the plaintiffs’ total recovery and the settling defendant’s proportionate liability; 2) the amount paid in settlement; 3) recognition that the settling defendant should pay less in settlement than if it were found liable after trial; 4) the settlor’s financial condition and insurance policy limits, if any; and 5) evidence of any collusion, fraud, or tortious conduct between the settlor and plaintiff aimed at making the nonsettling parties pay more than their fair share. *Tech-Bilt Inc. v. Woodward Clyde & Associates* (1985) 38 Cal.3d 488, 499. No one factor is outcome determinative. And not every factor will necessarily apply in every case. *Dole Food Co., Inc. v. Superior Court* (2015) 242 Cal.App.4th 894, 909.

That a settlement calls for the settling party to pay less than the party’s theoretical proportionate share does not mean the settlement is made in bad faith; a good faith settlement does not require “‘perfect or even nearly perfect apportionment of liability.’ [Citation omitted.] All that is necessary is that there be a ‘rough approximation’ between a settling tortfeasor’s offer of settlement and his proportionate liability. [Citation omitted.]” *North County Contractor’s Assn., supra*, 27 Cal.App.4th at 1090-1091. In assessing the value of the settlement to the settling party and whether the settlement was reached in good faith, “a trial court must examine not only the settling tortfeasor’s potential liability to the plaintiff, but also the settling tortfeasor’s potential liability to all nonsettling tortfeasors. [Citations omitted.]” *PacifiCare of California v. Bright Medical Associates, Inc.* (2011) 198 Cal.App.4th 1451, 1465-1466; *TSI Seismic Tenant Space, Inc. v. Superior Court* (2007) 149 Cal.App.4th 159, 166.

The court is entitled to rely on its judicial experience in evaluating the good faith of the settlement amount. *Cahill v. San Diego Gas & Electric Co.* (2011) 194 Cal.App.4th 939, 968. The determination of whether the settlement is a good faith settlement is left to the discretion of the trial court *Id.* The requirement of good faith is to protect the interests of the non-settling defendants. *City of Grand Terrace v. Superior Court* (1987) 192 Cal.App.3d 1251, 1263.

The Tech-Bilt Factors as Applied to the Present Case

Here, while Plaintiff’s counsel has submitted a supplemental declaration, and 5 Star, L&L, and Rmax (“Settling Defendants”) have submitted supplemental declarations of their attorneys, they have not provided any evidentiary support that the proposed settlement is proportionate to each Defendants’ share of the costs and damages, there is no evidence to determine if the settlement amounts are fair and reasonable, and no evidence is provided whatsoever to satisfy any of the *Tech-Bilt* factors. The motion is based entirely on unsupported declarations, and no evidence such as deposition testimony, discovery responses, or expert testimony. The motion also fails to address the proportional share of liability of contractors involved in the construction who have recently been added to the action, or have not yet been made a party to the action. Until additional information is discovered and presented to this court, the motion is premature. Additionally, while the motions include a request to dismiss the Defendants, they fail to include a list of each party and pleading or portion of pleading affected by the settlements and the date on which the affected pleading was filed pursuant to California Rules of Court, Rule 3.1382.

The Court also notes discrepancies in the damages identified in the declarations submitted by the parties. For example, the Declaration of Plaintiff's Counsel Craig A. Diamond in support of the motion asserts "[d]amages identified, before those associated specifically with the work performed by Bobby Brown Construction ("BBC"), were estimated to be \$184,155.64." Diamond Decl., ¶ 4. The declaration submitted by 5 Star in support of its motion asserts the estimated cost of repair as \$156,816.69. Coelho Decl., ¶ 12. Additionally, Plaintiff asserts he identified damages before those associated specifically with the work performed by BBC, but does not provide any evidence as to how such number was calculated. Craig Decl., ¶ 4. Moreover, after accounting for the settlement amounts agreed to between Plaintiff and the Settling Defendants, the remainder of the damages "before those associated specifically with the work performed by" BBC is assigned to BBC with no explanation or evidence as to why BBC would be liable for the remainder. Craig Decl., ¶ 11. Further, Plaintiff assigns a proportion of "non-roof leak" damages to the Settling Defendants, but provides no evidence as to why BBC would solely be responsible for "leak damages". Craig Decl., ¶¶ 5-7. Finally, Plaintiff notes BBC would be liable for the remaining cost of repairing defective work as well as consequential damages, and for general damages for nuisance and the loss of peaceful enjoyment of his home, but no evidence as to why only BBC should be held responsible for such damages after dismissal of the Settling Defendants. Craig Decl., ¶¶ 12, 14.

Because the Settling Defendants have failed to submit evidence in support of their motion, the court cannot determine if the settlements are based on a "rough approximation" considering Plaintiff's total claimed damages and Defendants' potential shares of liability. Therefore, the Settling Defendants' motions are denied without prejudice.

4. CU0001614 Erik Narcizo Magana Lizarraga vs. Wesley Scott Malek et al.

Defendants' Motion to Strike on behalf of Defendant Jessica Cotten is dropped as moot.

Plaintiff filed his request for dismissal as to Defendant Jessica Cotton (as misspelled in the complaint) on November 6, 2025, and dismissal was entered as requested on the same date. Therefore, the motion to strike is MOOT.

5. CU0001644 LOUIS WHITE PC, a business entity et al vs. JESSICA SHEER et al

Plaintiff's motion for contempt and sanctions is denied on procedural grounds.

Counsel for Plaintiff filed a Motion for Contempt and Sanctions Against Defendants and Defendants' Counsel on October 21 2025, asserting Defendants' failure to comply with the Court's order granting Plaintiff's motions to compel and order of sanctions. Upon review of the court file, there is no proof of service showing Defendant was properly served. The proof of service reflects electronic service in an unrelated case to unrelated counsel. While Defendants' did file an opposition, Plaintiff also failed to obtain the issuance of an Order to Show Cause re Contempt as required. Code Civ. Proc. § 1212. "Since the proceeding is punitive and separate from the cause out of which it arose, the prescribed procedural safeguards must be accorded the alleged contemner." *Kroneberger v. Superior Court of California In and For Los Angeles* (1961) 196 Cal.App.2d 206, 210.

Accordingly and due to Plaintiff's failure to follow the procedural requirements regarding a contempt proceeding, Plaintiff's motion is DENIED.

6. CU0002052 Sierra Pacific Windows vs. Buildhouse, Inc. et al

Appearance required for prove up hearing.