October 23, 2026, Civil Law & Motion Tentative Rulings

1. CL14-080469 The Hertz Corporation vs. Alene Swett

Defendant Alene Sidle's July 17, 2026, motion to vacate and set aside renewal of judgment, recall and quash any writs of execution, and return of any property levied upon is denied as moot in light of the Order granting the stipulation to such entered on September 28, 2026.

2. CU0002268 Sharon Cooper vs. Dignity Community Care, et al.

The June 11, 2026, motion of Defendants Dignity Community Care and Sierra Nevada Memorial-Miners Hospital to stay this action is denied.

Request for Judicial Notice

Defendants' unopposed request for judicial notice of exhibits 1-25 is granted. Plaintiff's unopposed request for judicial notice of records of this Court in this action and exhibits A-D are granted.

Legal Standard

" '[A] court ordinarily has inherent power, in its discretion, to stay proceedings when such a stay will accommodate the ends of justice.' As the court in *Landis v. North American Co.* (1936) 299 U.S. 248, 254, explained, 'the power to stay proceedings is incidental to the power inherent in every court to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants.' " *OTO, L.L.C. v. Kho* (2019) 8 Cal.5th 111, 141 (citation omitted); *accord, St. Paul Fire and Marine Insurance Company v. AmerisourceBergen Corporation* (2022) 80 Cal.App.5th 1, 6–7.

> "Granting a stay in a case where the issues in two actions are substantially identical is a matter addressed to the sound discretion of the trial court. 'In exercising its discretion the court should consider the importance of discouraging multiple litigation designed solely to harass an adverse party, and of avoiding unseemly conflicts with the courts of other jurisdictions. It should also consider whether the rights of the parties can best be determined by the court of the other jurisdiction because of the nature of the subject matter, the availability of witnesses, or the stage to which the proceedings in the other court have already advanced.' "

St. Paul Fire and Marine Insurance Company, 80 Cal.App.5th at 14, *quoting Thomson v. Continental Ins. Co.* (1967) 66 Cal.2d 738, 746-747 (citations omitted).

Analysis

Defendants argue in this renewed motion that at least two earlier-filed proposed class actions involve substantially similar claims and parties currently pending against Defendants Dignity Community Care and/or Sierra Nevada Memorial-Miners Hospital: (1) *Marjorie Hernandez v.*

Dignity Community Care, et al., Yolo County Superior Court, Case No. CV2022-1111 ("Hernandez"); and (2) *Pamela Laura Lane v. Sierra Nevada Memorial-Miners Hospital*, Sacramento County Superior Court, Case No. 34-2022-00329578 ("Lane"). Defendants note that the *Lane* action is stayed pending the outcome of *Hernandez*, and the *Hernandez* action is stayed pending the outcome of eight earlier filed cases, namely:

(1) The *Buford* action-This action was stayed because of substantial overlap with the *Allison* and *Vakili* actions. Defendants note the filing of a First Amended Complaint eliminated the overlap, but the case remains stayed.
(2) The *Sohal* action-This action was stayed because of substantial overlap with the *Allison* and *Vakili* actions. Defendants note the stay has been lifted to amend the complaint, the overlap has since been eliminated, and the case has recently had a case management conference.
(3) The *Morales* action-This action was stayed because of substantial overlap with the *Vakili, Buford, Maaba,* and *Sohal* actions and remains stayed.
(4) The *Holley* action-This action was stayed by stipulation because of substantial overlap with the *Vakili*, *Buford, Morales,* and *Lagman* actions and remains stayed.
(5) The *Unger* action-This action was stayed by stipulation because of substantial overlap with the *Buford*, *Morales, Maaba*, *Lagman*, *Sohal*, *Holley*, *Fanucchi*, and *Johnson* actions.
(6) –(8) The *Maaba, Vakili,* and *Johnson* actions-These actions have been dismissed.

Every case underlying the Hernandez action is either stayed (4 cases), dismissed (3 cases), or relate to hospitals distinct from those at issue in this case (the *Sohal* action).

All things considered, a stay does not appear warranted based on the current record presented.

Since the last motion by Defendants, Defendants have provided information regarding some of the previously filed cases which contributed to the stays in *Hernandez* and *Lane*. However, Defendants have failed to provide any meaningful information regarding the supposedly active cases, namely: the *Allison*, *Lagman*, and *Fanucchi* actions. There appears to still be substantial potential overlap between the instant action and *Hernandez* and *Lane.* In theory, there could be a risk of conflicting rulings between this action and the cited actions. That said, the *Hernandez* and *Lane* cases are stayed. There is no indication that either has involved any substantive litigation and there is no indication that these cases will resolve or will proceed with meaningful litigation at any time in the foreseeable future. Defendants have not demonstrated that the *Hernandez* or *Lane* courts, or any other court for that matter, can better determine the rights of the parties to *this action*. Defendants also have not persuasively established why the absence of a stay will inure to their detriment or prejudice. The Court has an obligation to eliminate delay in the progress and ultimate resolution of litigation. The interests of justice do not militate in favor of a further stay.

The motion is denied.

3. CU0002285 Denzel Wiffler, et al vs. TK Property Group, Inc., et al.

The August 5, 2026, motions of Defendants TK Property Group and Marshall Hotels, LLC to compel Plaintiffs Denzel Wiffler and Tanya Burrage's responses to Form Interrogatories (Set One) ("FIs"), Special Interrogatories (Set One) ("SIs"), and responses and responsive documents to Requests for Production of Documents (Set One) ("RFPs") are denied as moot. Defendants' request for sanctions is granted in the amount of $1,680.00.

Plaintiffs served admittedly untimely responses to the discovery requests. That being the case, the motions to compel are denied as moot.

A court retains the authority to hear a motion to compel even after responses are served, as the court may still award sanctions in favor of the propounding party due to the responding party's failure to provide timely responses. *See Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 409.

At bar, Plaintiffs failed to provide timely responses to the discovery requests, which forced Defendants to file the present motions to compel. No good cause or justification has been provided for Plaintiffs' inaction. Defendants are entitled to sanctions for the costs of bringing the motion. The Court awards sanctions against Plaintiff in the amount of $1,680.00 for reasonable attorney's fees in relation to the instant motions, payable by Plaintiffs to Defendants within thirty (30) days of the hearing date.

4. CU0002867 Jason Christ vs. Elizabeth Aroyan

On the Court's order, this hearing has been continued from October 23, 2026, at 10:00 a.m. to the same date at 1:30 p.m., in Department 6.

Plaintiff's July 13, 2026, motion for leave to file Second Amended Complaint is denied without prejudice.

The Court may, in its discretion and after notice to the adverse party, allow an amendment to any pleading. Code Civ. Proc. § 473(a)(1). At bar, there has not been proven notice to both defendants. While there is a July 15, 2026 proof of service filed for the motion regarding service on Defendant Aroyan, there is no proof of service on file as to service on Defendant Milligan, who is represented by counsel. *See* Code Civ. Proc §§ 1005, 1010.

5. CU0002492 Bank of America N.A. v. Prashant Tyagi

On the Court's motion, Cross-Defendants' demurrer to Cross-Complainant Prashant Tyagi's First Amended Cross-Complaint is continued for hearing to October 30, 2026, at 10:00 a.m., in Department 6, the same date as a pending motion to quash filed by the individual Cross-Defendants.

6. **CU 00003012 Matter of JG Wentworth Originations, LLC**

The petition is denied without prejudice.

Background

Per the petition, Payee Brian Kelley became entitled to certain structured settlement payments resulting from a claim for damages arising in connection with a personal injury claim. Pet. ¶ 3. The petition does not detail when the settlement agreement was entered, nor what the terms of the structured settlement were. There is also no copy of the structured settlement agreement attached to the petition. Payee has agreed to sell, to petitioner, one-hundred and thirty-two (132) $295.14 monthly payments in exchange for $11,000.00. First Amend. Ex. A. Payee is 55 years old, single, and has no minor children. Decl. of Payee, ¶ 8. Payee is currently unemployed and currently has a monthly income of $295.14 from the structured settlement annuity. *Id.* The petition is verified by a vice-president of petitioner.

Analysis

The transfer of structured settlement payments is authorized in California provided the transfer is first approved by the court. Ins. Code § 10139.5(a). The court shall consider the totality of the circumstances, including, but not limited to a list of considerations described in Insurance Code section 10139.5(b), when determining whether the proposed transfer should be approved, including whether the transfer is fair, reasonable, and in the payee's best interest, taking into account the welfare and support of the payee's dependents.

At bar, the record as developed is insufficient to support approval of the transfer and a finding that the transfer is fair, reasonable and in the Payee's best interest. While the petition was served more than twenty days prior to the continued hearing, Supplemental Exhibits C and D were filed on October 8, 2026, and First Amended Exhibits A and B were filed on October 15, 2026. The First Amended Exhibits A and B adjust the amount of payments from 144 to 132, and the interest rate from 34.79% to 34.36%, with the same lump sum payment of $11,000.00. First Amend. Exs. A, B. The petition and declaration do not describe Payee's financial and economic situation in any level of detail besides indicating that he is unemployed and apparently has a monthly income of $295.14 annuity. While the petition indicates Payee will use the money from the proposed settlement to pay off credit card and personal loan debt, there is no indication of how Payee will support himself in the absence of annuity payments. *See* Ins. Code § 10139.5(b)(3), (8), (13). The petition does not describe the terms of the original structured settlement or annuity agreement and it is unclear whether Payee is transferring solely a portion of his future payments and how much, if any, shall remain. *See* Ins. Code § 10139.5(b)(4). Payee does submit an affidavit stating a Qualified Assignment on his behalf was executed in or about 1994 with a defendant resulting in the issuance of an annuity from Transamerica Life Insurance Company. Supp. Ex. C, ¶ 2. Payee states he has attempted to locate the Qualified Assignment, but his attempts have been unsuccessful and has no record of the document. Supp. Ex. C., ¶ 9. However, no showing has been made of due diligence regarding efforts made to locate such as well as a description of the terms of the same. *See* Ins. Code § 10139.5(f)(2)(H).

Accordingly, the petition is denied without prejudice.