

January 16, 2026, Civil Law & Motion Tentative Rulings

1. CL0002939 Fidelity National Title Company vs. Ronald D. Pitts, et al.

Plaintiff Fidelity National Title Company's ("FNTC") unopposed motion to discharge and dismiss stakeholder pursuant to Code of Civil Procedure sections 386(b) and 386.5, and request for costs pursuant to Code of Civil Procedure section 386.6(a) are granted. Plaintiff FNTC is discharged from any liability to defendants arising from the funds interpleaded with the Court and dismissed from the interpleader action.

2. CL0003128 Bank of America N.A. vs. Prashant Tyagi

Motion for Judgment on the Pleadings

Defendant/Cross-Complainant Prashant Tyagi's ("Tyagi") motion for judgment on the pleadings is denied; his alternative motion to strike the answer to the cross-complaint by Bank of America is granted with leave to amend.

If a plaintiff's complaint is verified, a defendant must verify the answer. *See* Code Civ. Proc. § 446(a). In all cases of a verification of a pleading, the affidavit of the party shall state that the same is true of his own knowledge, except as to the matters which are therein stated on his or her information or belief, and as to those matters that he or she believes it to be true; and where a pleading is verified, it shall be by the affidavit of a party. *Ibid.*

When a defendant files an unverified answer to a verified complaint, the plaintiff may seek a default judgment in his favor by filing a motion to strike the answer, or alternatively, may bring a motion for judgment on the pleadings with respect to the defective answer. *Hearst v. Hart* (1900) 128 Cal. 327, 328.

"A plaintiff may move for a motion for judgment on the pleadings on the ground that 'the complaint states facts sufficient to constitute a cause or causes of action against the defendant and the answer does not state facts sufficient to constitute a defense to the complaint.'" *Anaheim Mobile Estates, LLC v. State of California* (2025) 113 Cal.App.5th 602, 609–610, *citing* Code Civ. Proc. § 438(c)(1)(A). To prevail on such a motion, [a plaintiff] "must show (1) it has stated a cause of action and (2) the [defendant]'s answer does not suggest a defense to the cause of action." *Id.* at 610 (italics supplied). *Accord, McClain v. City of South Pasadena* (1957) 155 Cal.App.2d 423, 430; *Barash v. Epstein* (1957) 147 Cal. App. 2d 439, 440; *Adjustment Corp v. Hollywood etc. Co.* (1939) 35 Cal. App. 2d 566, 569-70.

At bar, Cross-Complainant has failed to demonstrate in his moving papers, as was his burden, that the cross-complaint states facts sufficient to constitute the ten alleged causes of action against Cross-Defendant Bank of America, as was his burden. Judgment on the pleadings is therefore denied on this ground. The Court need not address the question of whether Cross-Defendant's answer suggests a defense to the various cause of actions.

The alternative motion to strike the October 2, 2025, Bank of America answer to the cross-complaint is granted. The answer is not verified as required. *See Perlman v. Municipal Court* (1979) 99 Cal.App.3d 568, 575 (“the proper objection where a party fails to verify a pleading is a motion to strike”).

Cross-Defendant is granted leave to file a verified answer within 10 days of notice of this ruling. *See United Farm Workers of America v. Agricultural Labor Relations Bd.* (1985) 37 Cal.3d 912, 915 (“failure to verify a pleading—even where the verification is required by statute—is a mere defect curable by amendment”); *see also Perlman*, 99 Cal.App.3d at 574 (“Because defendants may readily cure the procedural defect [of an unverified petition] by amendment … , we are inclined to give them that opportunity.”).

Motion to Reclassify

Cross-Complainant Tyagi’s unopposed motion for reclassification of this matter from limited to unlimited civil jurisdiction is granted.

“A case at law if the demand, exclusive of interest, … in controversy amounts to thirty-five thousand dollars (\$35,000) or less” is a “limited civil case[.]” Code Civ. Proc. § 86. “A civil action or proceeding other than a limited civil case [is] an unlimited civil case.” Code Civ. Proc. § 88.

Code of Civil Procedure section 403.040 allows a defendant to file a motion for reclassification of an action within the time allowed for that party to respond to the initial pleading. Code Civ. Proc. § 403.040(a). If the motion is made after the time for the defendant to respond to the pleading, the motion may only be granted if (1) the case is incorrectly classified; and (2) the moving party shows good cause for not seeking reclassification earlier. Code Civ. Proc. § 403.040(b). “[T]he court should reject the plaintiff’s effort to reclassify the action as unlimited only when the lack of jurisdiction as an ‘unlimited’ case is certain and clear.” *Ytuarre v. Superior Court* (2005) 129 Cal.App.4th 266, 279. A plaintiff’s burden is to “present evidence to demonstrate a possibility that the damages will exceed [the jurisdictional limit]” and the trial court “should review the record to determine whether a judgment in excess of [the jurisdictional limit] is obtainable.” *Ibid.*

At bar, sufficient good cause has been stated for Tyagi’s failure to seek classification earlier. While a close call, there appears to be at least some possibility of damages beyond the current \$35,000 jurisdictional amount. Stated otherwise, it is not certain and clear that this Court lacks jurisdiction as an unlimited case.

3. CU0001760 County of Nevada v. Craig Hufnagel, et al.

Receiver Richardson Griswold’s (“Receiver”) motion for authorization to increase receivership funding is granted.

On April 14, 2025, the court appointed the Receiver to take full control and possession of Defendant Craig Hufnagel's property located at 16069 Shannon Way, Nevada City, California 95959 ("Subject Property") and delegated the duty and authority to correct all of the existing violations existing upon the Property and ensure they do not reoccur. ("Appointment Order"). Griswold Decl., ¶ 3. In pertinent part, the Appointment Order grants the Receiver the following powers and duties: (1) "To issue and record Certificates of Indebtedness secured by deeds of trust against the Subject Property to evidence and secure the above debt, which shall become a first lien on the Subject Property superior to all preexisting private liens and encumbrances. The Receiver's Certificates shall be issued for such amounts and for such items as the Court may hereafter expressly authorize, upon notice and after hearing as herein provided...." and (2) "To sell the Subject Property, pursuant to Code of Civil Procedure Section 568.5 or any other manner or sale deemed reasonable by the Court, subject to the Court's confirmation and approval." Appointment Order, ¶¶ 3(H), (N).

Courts have substantial discretion to authorize a receiver to borrow money to fund the preservation and management of property in the receivership estate, particularly where, as here, the estate does not produce income. In that circumstance, the receiver may ask the court to authorize the issuance of a receiver's certificate to the lender as security for money loaned to the estate. Typically, such a receivership certificate will have priority over all other liens – even preexisting liens. *City of Sierra Madre v. SunTrust Mortgage, Inc.* (2019) 32 Cal. App. 5th 648, 657. A court has "authority to fund a receivership on a super-priority basis in the appropriate circumstance." *County of Sonoma v. Quail* (2020) 56 Cal. App. 5th 657, 673.

On April 14, 2025, the Court authorized the Receiver to issue an initial \$25,000 Receiver's Certificate to fund the Receiver's efforts to take possession of, secure, stabilize, insure, assess and clean the Subject Property. Appointment Order, ¶ 9. After exploring several approaches to abate the violations at the Subject Property, the Receiver indicates that full rehabilitation through the receivership unfeasible because of prior defective work and unpermitted partially completed work. Griswold Decl., ¶ 6. The Receiver declares that the only other option is an as-is sale of the Subject Property. *Id.* The Receiver notes the initial \$25,000 Receiver's Certificate was used to conduct an initial inspection, obtain property insurance, source bids, and prepare a rehabilitation plan to correct the violations, with the initial funding being exhausted. Griswold Decl., ¶ 15. The Receiver now seeks the Court's authorization of a \$25,000 increase in the existing Receiver's Certificate funding to pay the Receiver's fees and costs to conduct the sale of the Property. Griswold Decl., ¶ 16. The Receiver's motion is unopposed.

The Court finds the Receiver has demonstrated good cause to grant the requested relief in its entirety. The Court grants the motion and authorizes the Receiver to obtain an additional \$25,000 in receivership funding to be secured by a super-priority lien against the property for listing the Subject Property for sale and to pay other costs of the receivership. The Receiver must seek advance approval of the Court for any sale of the Subject Property and demonstrate compliance with all of the requirements set forth in Code of Civil Procedure section 568.5 prior to any sale of the Subject Property.

5. CU0002268**Sharon Cooper vs. Dignity Community Care, et al.**

The motion of Defendants Dignity Community Care and Sierra Nevada Memorial-Miners Hospital motion to stay this action is denied without prejudice.

Defendants' unopposed request for judicial notice of exhibits 1-7 is granted.

“ ‘[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).

At bar, Defendants argue that 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 the *Hernandez* action, and the latter action is stayed pending the outcome of “other earlier-filed cases.” See Mot. § II; RJN, Ex. 2. Defendants then articulate a series of reasons why a stay is warranted. See Mot. §§ III, B-F. The Court is not persuaded based on the record presented.

It is true that there is substantial overlap between the instant action and the two cited actions, *Hernandez* and *Lane*. Moreover, there is arguably a risk of conflicting rulings between this action and the cited actions and potential burden to Defendants if required to litigate similar claims in this Court and other courts. That said, Defendants have failed to provide this Court with any meaningful information regarding the nature or status of the other earlier-filed cases, apparently still pending. The Court, thus, has no means to make an informed judgment as to whether those other earlier-filed cases involve substantially similar claims to the instant action and whether the rights of the parties in this case can best be determined by the court or courts in which those earlier-filed cases are pending. The Court similarly lacks sufficient information to

determine whether there is a risk of conflicting rulings between this Court and those other earlier cases and unfair burden to Defendants if required to litigate here and in those other earlier cases.

Defendants have failed to persuasively demonstrate that a stay is warranted, as was their burden. The motion is denied without prejudice to renewal.

6. CU0001544 Caitlin Peters vs. Cara Krpalek, et al.

The October 16, 2025, demurrer by Defendant Jiri Krpalek is removed from calendar. A default had been entered against Defendant as of March 6, 2025, and the instant October 2025 demurrer was filed (improperly by the Clerk) at the time the default remained in place. An affidavit of unsuccessful service was filed as to the demurrer on October 20, 2025, and there is no proof that the October 2025 motion has been properly served on Plaintiff. On November 7, 2025, the Court, among other things, set aside the default and ordered Defendant to file a responsive pleading. Defendant then filed an answer on November 13, 2025, seemingly asserting summary grounds for a demurrer therein. Again, there is no proof of service demonstrating that the November 2025, answer has been served on Plaintiff.

If Defendant wishes to proceed with a demurrer he must file the same, notice the same for hearing, serve the same and provide proof of service of the same, all prior to January 30, 2026. If no demurrer is properly filed, served and noticed prior thereto, the Court shall conclude that Defendant is waiving his right to demur. Furthermore, Defendant shall serve the answer (if it has not already been served) and provide the Court with proof of service of the same no later than January 30, 2026.

The parties are reminded that they must always ensure that their current address is known to the Court and all parties. Any change of address must be filed and served on all parties.