August 25, 2025 Truckee Civil Tentative Rulings

1. CU0001352 William Vick vs. RMAX Operating, LLC et al

Defendant RMAX Operating's ("RMAX") Motion for Good Faith Settlement is denied without prejudice.

CCP § 877.6 states that "[a]ny 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…" 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.

Here, the court cannot determine that the settlement is "within the ballpark" of a reasonable settlement range. In its moving papers, RMAX asserts only conclusory statements and provides no evidence whatsoever to satisfy any of the *Tech-Bilt* factors. The court notes this is the second time it has denied RMAX's motion for good faith settlement. In its previous ruling, the court noted that "until additional information is discovered and presented to this court, the motion is premature." However, RMAX submits the exact same motion, the only addition to which is a Declaration of Craig A. Diamond in Support of Good Faith Settlement. However, such declaration is never cited to within RMAX' memorandum of points and authorities, and assert only conclusory statements with no evidence. Thus, the court again denies RMAX' motion.

2. CU0002113 Alliance Physical Therapy Group, LLC et al vs. Tahoe Forest Hospital District

Defendants' demurrer is sustained with leave to amend in part and sustained without leave to amend in part. Plaintiffs are granted leave to amend causes of action one and four, and must file their amended complaint within ten (10) days of this Court's order.

Request for Judicial Notice

Defendant's unopposed requests for judicial notice are granted. Evidence Code §§ 452-453.

Legal Standard on Demurrer

> "'A demurrer tests the pleadings alone and not the evidence or other extrinsic matters. Therefore, it lies only where the defects appear on the face of the pleading or are judicially noticed Code Civ. Proc., §§ 430.30, 430.70. The only issue involved in a demurrer hearing is whether the complaint, as it stands, unconnected with extraneous matters, states a cause of action.'"

Hahn v. Mirda (2007) 147 Cal.App.4th 740, 747; See also, *Accord McKenney v. Purepac Pharmaceutical Co.* (2008) 162 Cal.App.4th 72, 79. The pleadings are to be liberally construed with "a view towards substantial justice between the parties[,]" and any specific allegations control the general pleadings. *Gentry v. EBay* (2002) 99 Cal.App.4th 816, 827.

Facts that may be inferred from those alleged are also properly taken as true. *Harvey v. City of Holtville* (1969) 271 Cal.App.2d 816, 819. The complainant's ability to prove the allegations does not concern the court. *Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App. 3d 593, 604. Moreover, where a demurrer is made on the ground "[t]he pleading does not state facts sufficient to constitute a cause of action" pursuant to the Code of Civil Procedure section 430.10(e), it is not necessary the cause of action be the one intended by plaintiff. *Quelimane Co. v. Stewart Title Guar. Co.* (1988) 19 Cal.4th 26, 38-39. So long as the essential facts of some valid cause of action are alleged, the complaint will withstand a general demurrer. *Id.*; *Adelman v. Associated Internat. Ins. Co.* (2001) Cal.App.4th 352, 359.

A demurrer can only be utilized where the complaint, on its face, is incomplete or discloses a defense barring recovery. *Guardian North Bay, Inc. v. Sup. Ct.* (2001) 94 Cal.App.4th 963, 971-972. A demurrer should not be sustained without leave to amend if the complaint states a cause of action under any theory or if there is a reasonable probability the defect can be cured by amendment. See, *Seidler v. Municipal Court* (1993) 12 Cal.App.4th 1229, 1233.

Applicability of the Government Claims Act

California Health Care Districts are local public entities formed and operated under The Local Health Care District Law. Cal. Health and Saf. Code § 32000 *et seq*. Districts formed under the laws' prior name may still be called a "hospital district" but are automatically considered a "health care district" under current law. Cal. Health and Saf. Code §§ 32000, 32000.1. Health care districts are recognized as local public entities under the Government Claims Act. *Dias v. Eden Township Hospital Dist.* (1962) 57 Cal.2d 502, 503 (stating that "[a] hospital district is a local public entity.").

No suit for money or damages may be brought against a "local public entity" until a written claim has been presented to the entity. Gov. Code §§ 905, 945.5. Timely claim presentation is not only a procedural prerequisite to maintaining an action against defendant, and, thus, it is an element of a plaintiff's cause of action against a public entity. *State of California v. Superior Court (Bodde)*

(2004) 32 Cal.4th 1234, 1240. Because a hospital district is a local public entity, a complaint against a hospital district must allege facts demonstrating timely presentation of a claim against a public entity as required by the Government Claims Act. *Willis v. City of Carlsbad* (2020) 48 Cal.App.5th 1104, 1119. Therefore, a complaint failing to allege such facts is subject to a demurrer for failure to state facts sufficient to constitute a cause of action, as the element of alleging or excusing compliance with the requirement cannot otherwise be met. *Id; Bodde, supra*, at 1242. Only after a government entity has acted upon or unequivocally rejected a claim may a plaintiff bring a lawsuit alleging a cause of action against the public entity. Gov. Code § 945.4.

First Cause of Action: Breach of Contract

Plaintiffs' first cause of action for breach of written contract seeks monetary damages, and, thus, falls within the local public entity claims presentation requirement. See, Gov. Code § 905; *City of Stockton v. Superior Court* (2007) 42 Cal.4th 730, 738. Since Plaintiffs complaint fails to allege a claim was previously presented to the hospital district (and denied), Plaintiffs have failed to adequately set forth a cause of action for breach of contract. While Plaintiffs did not oppose the demurrer[1], the court finds the defect could be cured by amendment. Therefore, the demurrer is sustained with leave to amend.

Second Cause of Action: Intentional Misrepresentation

Plaintiffs' second cause of action for intentional misrepresentation is sustained without leave to amend.

Not only do Plaintiffs' fail to allege a claim was presented to the hospital district pursuant to the Government Claims Act, "[a] public entity is not liable for an injury caused by misrepresentation by an employee of the public entity, whether or not such misrepresentation be negligent or intentional." Gov. Code § 818.8. While immunity for misrepresentation is not absolute, it applies when negligent or intentional wrongdoing involves interferences with financial or commercial interests. *Thomas v. Regents of University of California* (2023) 97 Cal.App.5th 587. Plaintiffs' cause of action relates to their financial and/or commercial interests, so is subject to Government Code § 818.8 immunity. Therefore, there is no reasonable possibility the cause of action can be cured by amendment. *Levya v. Nelson* (2000) 83 Cal.App.4th 1061, 1063

Third Cause of Action: Violation of Business and Professions Code §§ 17200 *et seq.*

Plaintiffs' third cause of action for violation of Business and Professions Code §§ 17200 et seq. is sustained without leave to amend.

Plaintiffs' cause of action fails to allege a claim was presented to the hospital district pursuant to the Government Claims Act, and public entities are not persons subject to suit under the Unfair

[1] The court notes Defendants argue in their Reply that Plaintiffs' failure to oppose the demurrer means they have abandoned the issues, such is only the case if Plaintiffs were to also submit no briefing on appeal. *Herzberg v. County of Plumas* (2005) 133 Cal.App.4th 1, 20; *Arnold v. Dow Chemical Co.* (2001) 91 Cal.App.4th 698, 729. At the demurrer stage, if there is a reasonable probability the defect can be cured by amendment. *See Seidler v. Municipal Court* (1993) 12 Cal.App.4th 1229, 1233.

Competition Law, codified in Business and Professions Code §§17200 et seq. Therefore, there is no reasonable possibility the cause of action can be cured by amendment.

Fourth Cause of Action: Equitable Contribution

Plaintiffs' fourth cause of action for equitable contribution is sustained with leave to amend.

Plaintiffs' cause of action seeks monetary damages, and they have not alleged a claim was presented pursuant to the Government Claims Act, they have failed to state a cause of action. However, the court finds the defect could be cured by amendment. Therefore, the demurrer is sustained with leave to amend.

3. In Re Jordan Bennett

No appearance required. The name change request is granted.

4. In Re Joseph Michael Kruman

No appearance required. Although the petitioning party asserts he is homeless, he is utilizing a local address in his pleadings and asserts he has permission to use a county office address for service of court documents. Accordingly, the Court finds Nevada County, California to be his place of residence. The name change request is granted.

5. Midland Credit Management Inc v. Jingmey Sherpa, et al.

Appearance required by Plaintiff to show cause as to why this matter should not be dismissed and/or Plaintiff sanctioned $250 for failing to move this case forward to judgment in a timely fashion. The matter has been pending for well over a year, service was perfected against the sole named defendant over a year ago, yet Plaintiff has failed to dismiss the Doe defendants and set a prove up hearing to obtain a default judgment. Absent good cause being shown, the Court intends to sanction Plaintiff $250 payable within thirty (30) days.

6. Midland Credit Management Inc v. Sarah M. Nisbet, et al.

No appearance required. On the Court's own motion, the OSC re Dismissal is dismissed. A proof of service evidencing service of the summons and complaint in this matter on the named defendant and Doe defendants has now been filed.

7. Alana Bellucci vs. Chad Yates, et al.

Appearances are required. The parties shall be prepared to update the Court on the status of dismissal.