

September 8, 2025 Truckee Civil Tentative Rulings

1. CU0001187

Yan Kalika vs. Sugar Bowl Corporation, a California corporation

It appears from the record Defendant, Sugar Bowl Corporation, did not substantively respond to Plaintiff's, Dr. Yan Kalika's, meet and confer efforts to discuss Plaintiff's objections and potential compromises of the discovery disputes by agreeing on acceptable limitations to the requests. Failing to respond to meet and confer efforts "in a reasonable and good faith attempt to resolve informally any dispute concerning discovery" is a "misuse" of the discovery process that is subject to a mandatory monetary sanction. Code Civ. Proc. §§ 2023.010(i) and 2023.020. Failing to participate in the meet and confer process is also sanctionable in the amount of \$1,000.00 (after notice and an opportunity to be heard) pursuant to Code Civ. Proc. § 2023.050(a)(3), and such sanctions may be reportable to the State Bar. Code Civ. Proc. § 2023.050(a)(3); See also, Weil & Brown, Cal. Prac. Guide: Civ. Proc. Before Trial (The Rutter Group 2024) § 8:2100. The Legislature's strong desire to have parties participate in meaningful discourse with the goal of working collaboratively to informally resolve discovery disputes without court involvement seems clear with the serious consequences afforded by the relevant statutes at hand.

Accordingly, the hearing on Defendant's Motions to Compel is continued to Monday, October 13, 2025 at 1:30 p.m. in Department A. Said continuance is ordered to afford counsel another opportunity to comply with statutory mandates. Within twenty (20) days of this order, counsel for the parties are ordered to participate in meaningful meet and confer with respect to the issues giving rise to the pending motions. Thereafter, each party shall file a Status Report, limited to eight (8) pages including caption and any attachments, apprising the Court of the outcome of the recent meet and confer efforts and setting forth in succinct fashion each party's position as to what discovery issues remain outstanding in relation to the pending motions. Should such be required in light of ongoing disputes, an amended separate statement shall be filed at least ten (10) days prior to the continued hearing date. Both parties shall include any requested monetary sanctions within their respective Status Reports. Should the parties be in a position to file a Joint Status Report including a joint recitation of any remaining issues and requests for sanctions, the Court would welcome the single filing, though such is not a mandate of the Court.

The Court will review the Status Report(s), together with any requests for monetary sanctions in light of the above statutory principles and in light of the veracity of the efforts made by the parties to work together in good faith on the issues raised within the briefing on the instant motions.

With that in mind, and to assist the parties in conducting a *meaningful* meet and confer exchange, the Court notes monetary sanctions for failing to meet and confer do not necessarily impact the substantive outcome of the motion. Weil & Brown, Cal. Prac. Guide: Civ. Proc. Before Trial (The Rutter Group 2024) § 8:2100. It appears to the Court the present dispute may be resolved, at least in part, by coming to an acceptable compromise on scope of the requests, including as to time periods and "key players". The Court also notes Plaintiff has invoked privacy right objections. Generally, when parties are meeting and conferring in good faith, they can agree on things such as a privilege log or protective order. The Court would expect reasonable parties to agree on simple steps such as these where information is privileged or protected. The Court would also expect, if

requests are demonstrated to be voluminous or unduly burdensome, reasonable parties would fashion ways in which to minimize the burdens such as agreeing on certain keyword searches, limiting the scope as discussed above, modifying the request from “by month” to “by year”, etc.

The discovery process is designed to be self-executing. It appears many, or at least some, of the issues pending before the Court might be resolved without the need for court intervention if the parties are afforded a second chance to meet and confer. For this reason, both of Defendant’s motions are continued to provide the parties additional time to engage in a meaningful meet and confer process with an eye towards a “good faith attempt to resolve informally” their discovery disputes.

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

Defendant RMAX Operating LLC’s Amended Motion for Good Faith Settlement

Defendant RMAX Operating’s (“RMAX”) Amended Motion for Good Faith Settlement is denied without prejudice.

CCP § 877.6 provides in pertinent part, “[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, “until additional information is discovered and presented to this Court, the motion is premature.” , RMAX submits the exact same motion, the only addition to which is a Declaration

of Craig A. Diamond, counsel for Plaintiff, in Support of Good Faith Settlement. However, such declaration is never cited to within RMAX's Memorandum of Points and Authorities and contains mere conclusory statements with no evidence. Thus, the Court again denies RMAX's request without prejudice.

Defendant Lincoln and Long Engineering's Motion for Good Faith Settlement

Defendant Lincoln and Long Engineering's ("L & L") Motion for Good Faith Settlement is denied without prejudice.

CCP § 877.6 provides in pertinent part, "[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 if the settlement is based on a "rough approximation" considering Plaintiff's total claimed damages and each defendant's potential share of liability. There is no evidentiary support the proposed settlement is proportionate to L & L's share of costs and damages, and there is no evidence to determine if the settlement amount is fair and reasonable. In its moving papers, L & L asserts only conclusory statements and provides no evidence whatsoever to satisfy any of the *Tech-Bilt* factors. Until additional information is discovered and presented to the Court, the motion is premature and must, accordingly, be denied without prejudice.

Defendant 5 Star Roofing's Motion for Good Faith Settlement

Defendant 5 Star Roofing's Motion for Good Faith Settlement is denied without prejudice.

CCP § 877.6 provides in pertinent part, "[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 if the settlement is based on a “rough approximation” considering Plaintiff’s total claimed damages and each defendant’s potential share of liability. There is no evidentiary support the proposed settlement is proportionate to 5 Star Roofing’s share of costs and damages, and there is no evidence to determine if the settlement amount is fair and reasonable. In its moving papers, 5 Star Roofing asserts only conclusory statements and provides no evidence whatsoever to satisfy any of the *Tech-Bilt* factors. Until additional information is discovered and presented to the Court, the motion is premature and, accordingly, is denied without prejudice.

3. CU0001911 Celeste Dexter vs. West River Real Estate, Inc., a corporation

Defendant’s demurrer and motion to strike as dropped as moot. A party may amend its pleading once without leave of court after a demurrer or motion to strike is filed but before the demurrer or motion to strike is heard provided the amended pleading is filed and served no later than the date for filing an opposition to the demurrer or motion to strike. Code Civ. Proc. §472(a). Plaintiff’s First Amended Complaint was filed and served on August 25, 2025, nine (9) court days prior to hearing, rendering the demurrer and motion to strike moot.

4. CU0001840 Richard A. Perdomo Canales v. Best Western International, Inc., et al.

Appearances required by all parties who have been served. The Court wishes to obtain clarification as to representation of defendants Best Western Plus Truckee Tahoe Hotel and Best Western International, Inc. The Court also wishes to inquire as to issues related to service of process on Defendant Best Western Plus Truckee Tahoe Hotel. In addition, the Court admonishes Plaintiff for failing to file a Case Management Conference Statement. Failure to timely file a CMC Statement in the future will result in the Court issuing an OSC re sanctions.

Finally, Plaintiff is ordered to appear to show cause as to why Plaintiff should not be sanctioned \$250 or this case dismissed as to the unserved named defendants for failure to time serve the Summons and Complaint in this matter.