

**PLACER COUNTY SUPERIOR COURT
CIVIL LAW AND MOTION TENTATIVE RULINGS
TUESDAY, OCTOBER 6, 2026**

These are the tentative rulings for civil law and motion matters set at **8:30 a.m. on Tuesday, October 6, 2026**. The tentative ruling will be the court's final ruling unless notice of appearance and request for oral argument are given to all parties and the court by **4:00 p.m., Monday, October 5, 2026**. Notice of request for oral argument to the court must be made by calling (916) 408-6481. Requests for oral argument made by any other method will not be accepted. Prevailing parties are required to submit orders after hearing to the court within 10 court days of the scheduled hearing date, and after approval as to form by opposing counsel. Court reporters are not provided by the court. Parties may provide a court reporter at their own expense.

Except as otherwise noted, these tentative rulings are issued by the **HONORABLE TRISHA J. HIRASHIMA** and if oral argument is requested, it will be heard at **8:30 a.m. in Department 32**, located at 10820 Justice Center Drive, Roseville, California 95678.

PLEASE NOTE: REMOTE APPEARANCES ARE STRONGLY ENCOURAGED FOR ALL CIVIL LAW AND MOTION MATTERS. (Local Rule 10.24.) More information is available at the court's website: www.placer.courts.ca.gov.

1. M-CV-0087353 JPMorgan Chase Bank v. Medenwald, Nickolas

Motion To Vacate Dismissal and Enter Judgment

Plaintiff moves to vacate dismissal and enter judgment under the terms of the stipulation agreement between the parties pursuant to section 664.6 of the Code of Civil Procedure. The unopposed motion is granted.

California law expressly provides that the court may enter judgment pursuant to the terms of a stipulation agreement between parties:

If parties to pending litigation stipulate . . . for settlement of the case . . . the court, upon motion, may enter judgment pursuant to the terms of the settlement. If the parties to the settlement agreement or their counsel stipulated in writing . . . the court may . . . retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

(Code Civ. Proc., § 664.6, subd. (a).)

Plaintiff presents sufficient facts to support finding that defendant has defaulted on the payment plan set forth in the stipulation agreement between the parties. The stipulation

agreement provides that defendant owed plaintiff money on an open book account in the total amount of \$9,567.31. The agreement further stipulates that defendant's failure to make full and timely payment of any installment entitles plaintiff to entry of judgment in plaintiff's favor. The declaration of plaintiff's counsel states that defendant has paid \$9,267.31 and that plaintiff's counsel last received payment from defendant on April 29, 2026. Defendant defaulted on the payment plan when they failed to make a payment following their last payment on April 29, 2026 and owes plaintiff in the remaining principal sum of \$300.00. Entry of judgment is appropriate in these circumstances, and the motion is granted. (Code Civ. Proc., § 664.6, subd. (a).) The dismissal is set aside and judgment is entered in favor of plaintiff and against defendant in the amount of \$300.00.

2. S-CV-0050552 Aguilar, Marcella v. JBR Inc.

Defendant's Motion for an Order to Show Cause regarding Contempt

As a preliminary matter, the court notes that while counsel represents an agreement with plaintiff for electronic service, express consent by the unrepresented party has not been demonstrated pursuant to Code of Civil Procedure section 1010.6(c)(3).

Defendant's request for judicial notice is granted.

Defendant moves for an order to show cause regarding contempt against plaintiff and her former counsel of record, Henna Choi. Neither plaintiff, Marcella Aguilar, nor Ms. Choi submitted a response.

On a prior date, this court granted defendant's request for sanctions against plaintiff and her counsel of record, Henna Choi, in the amount of \$2,331 plus \$60 for filing fees for a total amount of \$2,391. The court's order did not set forth a deadline for payment of sanctions.

On June 5, 2026, Ms. Choi substituted out of the case with plaintiff continuing to represent herself, in pro per. Despite several requests, payment was not made, and this motion was filed on August 24, 2025. Defendant subsequently reached an agreement with the plaintiff by which it agreed to withdraw its motion only as to the plaintiff. On or about September 15, 2026, defendant received a check in the amount of \$2,391 from Ms. Choi.

In light of the fact that defendant has now received full payment of the sanctions that were awarded, and because the court's order did not require plaintiff or Ms. Choi to make payment of the sanctions by a date certain, the court declines to issue an order to show cause re contempt. The motion is denied.

3. S-CV-0051302 Hapai, Deanna v. Placer County Animal Servs.

The motion for summary judgment is continued to be heard on **November 17, 2026 at 8:30 a.m. in Department 32**. The court apologizes to the parties for any inconvenience.

4. S-CV-0052903 Sweitzer, Teylar v. Ford Motor Co.

Motion to Confirm Arbitration Award

Defendant Future Ford, Inc. dba Future Ford Lincoln of Roseville (“Future Ford”) petitions the court to confirm the final arbitration award, to award costs of \$18,050.75 and attorneys’ fees of \$16,200.57 for Future Ford as against plaintiffs Teylar Sweitzer and Austin Deonellas and plaintiffs’ attorneys Elizabeth A. Wagner, Mattheew T. Goethals, and O’Connor Law Group, PC jointly and severally, and to enter judgment accordingly. No opposition has been filed.

“A party to an arbitration in which an award has been made may petition the court to confirm, correct or vacate the award. The petition shall name as respondents all parties to the arbitration . . . (Code Civ. Proc., § 1285.) Such a petition shall provide the agreement to arbitrate, the name(s) of the arbitrator(s), and the arbitrator’s award. (Code Civ. Proc., § 1285.4.) “If a petition or response under this chapter is duly served and filed, the court shall confirm the award as made, . . . unless in accordance with this chapter it corrects and confirms it as corrected, vacates the award or dismisses the proceeding.” (Code Civ. Proc., § 1286.)

The unopposed petition is granted as prayed. The court confirms the award of arbitrator issued on March 27, 2026 in favor of Future Ford and as against Teylar Sweitzer and Austin Deonellas and confirms the award of costs in the amount of \$18,040.75 and attorneys’ fees in the amount of \$16,200.57 for a total of \$34,241.32 for Future Ford as against plaintiffs Teylar Sweitzer and Austin Deonellas and plaintiffs’ attorneys Elizabeth A. Wagner, Mattheew T. Goethals, and O’Connor Law Group, PC jointly and severally.

As the action against defendant Ford Motor Co. remains pending, as does plaintiffs’ claim against Future Ford for injunctive relief under the Consumer Legal Remedies Act, this matter remains pending and is confirmed for Case Management Conference on **October 13, 2026 at 9:00 a.m. in Department 32.**

5. S-CV-0053432 Pfarr, Candace Adele v. Plumlee, Aaron Matthew

Petition for Approval of Compromise of Claim of Proceeds of Judgment for Minor Brayden Kizer

The petition for approval of minor’s compromise claim is granted. After careful consideration of the petition and attachments, the court finds the settlement is in the best interest of the minor. (Prob. Code, § 3500; Code Civ. Proc., § 372; *Pearson v. Superior Court* (2012) 202 Cal.App.4th 1333, 1337-38.)

Petition for Approval of Compromise of Claim of Proceeds of Judgment for Minor Adelena Pfarr

The petition for approval of minor's compromise claim is granted. After careful consideration of the petition and attachments, the court finds the settlement is in the best interest of the minor. (Prob. Code, § 3500; Code Civ. Proc., § 372; *Pearson v. Superior Court* (2012) 202 Cal.App.4th 1333, 1337-38.)

6. S-CV-0053711 City of Lincoln v. The Gathering Inn

Demurrer to the Cross-Complaint

The City of Lincoln ("the City") demurs to all four causes of action alleged in The Gathering Inn ("TGI")'s cross-complaint pursuant to Code of Civil Procedure section 430.10(e). TGI opposes the motion.

A party may demur where the pleading does not state facts sufficient to constitute a cause of action. (Code Civ. Proc., § 430.10, subd. (e).) A demurrer tests the legal sufficiency of the pleadings, not the truth of the allegations or the accuracy of the described conduct. (*Bader v. Anderson* (2009) 179 Cal.App.4th 775, 787.) The allegations in the pleadings are deemed true no matter how improbable they may seem. (*Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.) However, the court does not assume the truth of contentions, deductions, or conclusions of facts or law. (*Evans v. City of Berkeley* (2006) 38 Cal.4th 1, 6.) The court may only refer to matters outside the pleading that are subject to judicial notice. (*Rea v. Blue Shield of California* (2014) 226 Cal.App.4th 1209, 1223.)

The court has carefully reviewed the factual allegations in the cross-complaint and finds the first cause of action for a violation of Government Code section 65008 is sufficiently pleaded.

As to the second cause of action for a violation of the Fair Employment and Housing Act ("FEHA"), the City contends the cross-complaint fails to plead a protected class under FEHA. The cross-complaint alleges a violation of FEHA based on disability. "Mental disability" is defined to include "any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity." (Gov. Code, § 12926, subd. (j).) "Disability" further "includes a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics." (Gov. Code, § 12955, subd. (m).) A careful review of the cross-complaint reveals it alleges, with minimal sufficiency, discrimination against individuals perceived to be mentally disabled. The demurrer is overruled as to the second cause of action.

As to the third cause of action, for a violation of "Government Code section 18999.97(l)," the City correctly points out there is no such statute. However, it is clear to

the court this is merely a clerical error. Moreover, it is clear from the moving papers that the City and their counsel understand the allegation to be brought under Welfare and Institutions Code section 18999.97(*l*), so the argument that the City would not know how to respond to such a claim lacks merit. The City next argues that there is no private cause of action for a violation of Welfare and Institutions Code section 18999.97(*l*). However, the claim is in substance a declaratory relief cause of action that alleges with minimal sufficiency all requirements under Code of Civil Procedure section 1060. The demurrer is overruled as to the third cause of action.

As to the fourth cause of action, a violation of equal protection, the City argues the cross-complaint fails to allege there is no rational basis for the building and fire codes. At the pleading stage, a claim for a violation of equal protection requires “(1) [cross-complainant] was treated differently from other similarly situated persons; (2) the difference in treatment was intentional; and (3) there was no rational basis for the difference in treatment.” (*Genesis Environmental Services v. San Joaquin Valley Unified Air Pollution Control Dist.* (2003) 113 Cal.App.4th 597, 605.) While the City’s argument misses the mark—as TGI need not allege there is no rational basis for the building and fire codes, but must rather allege there is no rational basis for the difference in treatment under the building and fire codes—the court cannot say the third element is supported with facts in the cross-complaint. The City also alleges that “an equal protection violation does not arise whenever officials prosecute one and not another for the same act.” (*Murgia v. Municipal Court* (1975) 15 Cal.3d 286, 297.) While this is an accurate quote from the *Murgia* case, it is incomplete and misleading, because the *Murgia* court goes on to state, “instead, the equal protection guarantee simply prohibits prosecuting officials from purposefully and intentionally singling out individuals for disparate treatment on an invidiously discriminatory basis.” (*Ibid.*) Nonetheless, because the cross-complaint fails to adequately allege the third element of a claim for a violation of equal protection, the demurrer is accordingly sustained as to the fourth cause of action.

Based on the foregoing, the demurrer is overruled as to the first, second, and third causes of action and sustained as to the fourth cause of action. TGI is afforded leave to amend. Any first amended cross-complaint shall be filed and served by October 16, 2026.

Motion to Strike Portions of the Cross-Complaint

The City of Lincoln (“the City”) moves to strike numerous portions of The Gathering Inn (“TGI”)’s cross-complaint pursuant to Code of Civil Procedure section 436. TGI opposes the motion.

The City’s request for judicial notice is granted. The court on its own motion takes judicial notice of the ruling on submitted matters filed in this case on December 4, 2025.

The City’s objection to the declaration of counsel Tim Horgan-Kobelski and Exhibit A thereto is sustained.

A motion to strike may be granted to strike irrelevant, false, or improper matters in a pleading; or to strike a pleading not drawn in conformity with the laws of the state or an order of the court. (Code Civ. Proc., § 436, subds. (a), (b).) The court has carefully reviewed the cross-complaint, the moving papers, and the judicially noticed documents and finds the City has not shown the challenged allegations to be violative of Section 436. The motion is denied in its entirety.

7. S-CV-0054052 Morrill, Rowenna v. City of Rocklin

Defendant City of Rocklin’s Motion for Summary Judgment, or in the Alternative, Summary Adjudication

Defendant moves for summary judgment, or in the alternative, summary adjudication. Plaintiff submitted a non-substantive opposition requesting to continue the motion as counsel for plaintiff filed a motion to be relieved as counsel.

“A party may move for summary judgment in an action or proceeding if it is contended that the action has no merit or that there is no defense to the action or proceeding.” (Code Civ. Proc. § 437c (a)(1).) “The motion for summary judgment shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” (Code Civ. Proc. § 437c (c); *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843.)

A party may move for summary adjudication as to one or more causes of action if the party contends there is no affirmative defense to the cause of action. (Code Civ. Proc. § 437c (f)(1).) The moving party bears the initial burden of establishing each element of the cause of action entitling them to judgment as a matter of law. (*Id.* at (f)(1), (p)(1).) Only if this initial burden is met will the burden shift to the opposing party to establish a triable issue of material fact. (*Id.* at (p)(1).) In reviewing a motion for summary adjudication, the court must view the supporting evidence and all reasonable inferences drawn from the evidence in the light most favorable to the opposing party. (*Aguilar* 25 Cal.4th at 843.)

As a preliminary matter, plaintiff’s request to continue the hearing is denied. Pursuant to Code of Civil Procedure section 437c(h), the court may grant a continuance “[i]f it appears from the affidavits submitted in opposition to a motion for summary judgment or summary adjudication, or both, that facts essential to justify opposition may exist but cannot, for reasons stated, be presented”. Plaintiff has not made a showing under Code of Civil Procedure section 437c(h), and the request to continue does not address the pending trial date of October 26, 2026.

This action stems from a fall plaintiff suffered while riding an electric bicycle across the parking lot at Johnson-Spring View Park in Rocklin, California. On December 30, 2023, plaintiff was riding a SWFT electric bicycle across the parking lot at 2:30 a.m. and was injured when she ran into a fixed concrete wheel stop. At the time of the incident, it was dark, raining and windy. (SSUMF 1, 2, 3.) On November 19, 2024, plaintiff filed a complaint against defendant alleging a cause of action for dangerous condition of public

property under Government Code section 835. Defendant now moves for summary judgment on the grounds that the concrete wheel stop was not a dangerous condition as a matter of law, defendant had neither actual nor constructive notice of any dangerous condition, and based on immunity under Government Code sections 830.4, 830.8 and 835.4.

In support of the motion, defendant presents evidence that the wheel stop in question is an ordinary precast concrete wheel stop located at the front corner of the parking lot, near the entrance and recreation building. (SSUMF 7.) The parking lot is illuminated at night by LED light fixtures mounted on poles and controlled by photocells that operate from dusk to dawn, with a light fixture located approximately 10-15 feet from the subject wheel stop. (SSUMF 9, 10.) The wheel stop is plainly visible and sits in an open, marked parking lot with painted stalls, yellow bollards, yellow truncated-dome warning strips, and light poles. (SSUMF 11.) Additionally, at no time between December 2022 and the present has defendant received a complaint of inadequate lighting or any tripping or other hazard posed by any of the wheel stops in the parking lot, and defendant is aware of no report, claim or prior incident suggesting the wheel stop was dangerous or had caused injury. (SSUMF 19, 20.)

Based on the evidence presented, defendant meets its burden to establish entitlement to judgment as a matter of law on the grounds that the wheel stop was not a dangerous condition, and defendant had neither actual nor constructive notice of any dangerous condition. The burden thus shifts to plaintiff to establish a triable issue of material fact. As plaintiff filed no substantive opposition to the present motion, plaintiff fails to meet its burden and the evidence presented is unopposed on the record. (Code Civ. Proc. § 437c (c); *Aguilar, supra*, 25 Cal.4th at 850.)

Based on the foregoing, defendant's motion for summary judgment is granted.

8. S-CV-0055032 Santos, Marcos v. Janiga, Matthew

Defendant's motion to compel further responses to special interrogatories, set one, and defendant's motion to compel further responses to requests for production of documents, set two, are continued to be heard on **October 27, 2026 at 8:30 a.m. in Department 32.**

9. S-CV-0055953 Safe Nation Foundn. v. Wildlife Heritage Foundn.

The demurrer to the second amended complaint and motion to strike are continued to be heard on **October 27, 2026 at 8:30 a.m. in Department 32.**

10. S-CV-0057073 Foulk, Steven R v. LoanDepot.com

Motion for Leave to File a Second Amended Complaint

Plaintiff's motion for leave to file a second amended complaint is denied as moot in light of the second amended complaint filed on August 7, 2026 pursuant to Code of Civil Procedure section 430.41(e)(1) which is currently the operative complaint in this action.

Renewed Motion for Default Judgment Against LoanDepot.com LLC

Plaintiff's renewed request for default judgment in the amount of \$130,153.31 as against defendant LoanDepot.com LLC is denied.

Preliminarily, there is no evidence this motion has been served on any party who has appeared in this action.

When the court previously considered plaintiff's first motion for default judgment, it denied the request under the one judgment rule noting that there is generally only one judgment in each case and that plaintiff requests judgment against one defendant while another defendant is actively litigating the action. In his renewed motion, plaintiff relies on Code of Civil Procedure 579 which provides, "In an action against several defendants, the Court may, in its discretion, render judgment against one or more of them, leaving the action to proceed against the others, whenever a several judgment is proper." While plaintiff argues the liability of defendant Selene Finance LP is several from the liability of defendant LoanDepot.com LLC, plaintiff's argument is undercut by the table he provides on page 4 of his motion where he indicates he is requesting default judgment by way of this motion against LoanDepot.com LLC on only two causes of action and that the remaining claims involve conduct that is interrelated between the defendants (one claim), joint between the defendants (one claim), several between the defendants (four claims), and substantially several (one claim). The court declines to exercise its discretion under Section 579 to enter separate judgments against separate defendants when at least part of the conduct is interrelated or joint. Doing so would not promote judicial economy and would negatively impact the court's need to manage its busy calendar.

Additionally, the motion is unsupported by any evidence. While the moving papers indicate plaintiff is relying on exhibits A through F, D-1, and D-2 previously filed with the court, these exhibits were not resubmitted to the court together with this motion and plaintiff does not identify when these documents were filed.

Based on the foregoing, the renewed motion for default judgment is denied.

Demurrer to the First Amended Complaint

Selene Finance LP's demurrer to the second, third, fourth, fifth, sixth, seventh, eighth, and ninth causes of action in the first amended complaint. The demurrer is denied as moot in light of plaintiff's second amended complaint filed in advance of the time to oppose the demurrer. (Code Civ. Proc., § 430.41, subd. (e)(1).)

LoanDepot.com LLC's Demurrer

LoanDepot.com LLC's demurrer is dropped from calendar as no moving papers were filed with the court.

11. S-CV-0057603 Travelers Indemnity Co. v. Smith, James

Defendant's Motion to Compel Arbitration and Motion to Stay

Defendant James Smith moves to compel arbitration and to stay proceedings. Plaintiff, the Travelers Indemnity Company of Connecticut (Travelers), opposes this motion.

Allegations in pleadings

Travelers issued a policy to defendant's employer, which includes limits of \$1 million per occurrence for uninsured motorist coverage. (Pl. Compl. ¶¶ 5-6, 8.) Defendant was in an automobile accident on January 24, 2024, at in Roseville, California while driving a company vehicle, while on his way to work. (*Id.* ¶ 10.) Defendant contends that the accident was caused by Jason Wood, who is alleged to have travelled through a red light and crashed into defendant's vehicle. (*Id.* ¶ 11.) Defendant further contends that Mr. Wood was underinsured. (*Id.*) Defendant settled with Jason Wood for his policy limits of \$50,000. (Mot. Compel at 3.)

Defendant entered into a covenant and release (C & R) with his employer's workers compensation insurance carrier for \$32,500, excluding payment for any medical expenses by workers' compensation. (See Mot. Compel, Decl. Hinrichsen, Exh. 4.) Defendant then served Travelers with a demand for arbitration with a declaration that the workers' compensation case had concluded, thereby allowing defendant to demand arbitration pursuant to Insurance Code Sec. 11580.2 (f). (See Mot. Compel, Decl. Hinrichsen, Exh. 2.)

On April 8, 2026, Travelers filed a complaint for declaratory relief asking this court to find: 1. Travelers has no obligation under the policy to issue payment to defendant for any loss sustained in the subject accident for which he (1) could have received payment under California's workers' compensation law; and (2) did receive payment or did not receive payment under California's workers' compensation law due to his failure to pursue his claim, including all past and future medical damages and past and future lost earnings alleged to have arisen from the subject accident; and 2. the limits of coverage available to defendant under the policy are reduced by the amounts recovered from the

underinsured driver and workers' compensation, as well as amounts for which defendant could have received payment under California's workers' compensation law had he completed his workers' compensation claim. (Pl. Compl. at 1, 8-9.)

The policy at issue contains the following arbitration provision:

If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that recoverable by that "insured", the disagreement will be settled by arbitration. Such arbitration may be initiated by a written demand for arbitration made by either party. The arbitration shall be conducted by a single neutral arbitrator. However, disputes concerning coverage under this endorsement may not be arbitrated...

In opposition to the petition, Travelers asserts its complaint for declaratory relief brings a dispute concerning coverage under the endorsement, which under the policy may not be arbitrated. As noted in *Bouton v. USAA Casualty Ins. Co.* (2008) 43 Cal.4th 1190, the Supreme Court of California noted that Insurance Code section 11580.2(f) "read literally, requires arbitration of two issues only: (1) whether the insured is entitled to recover against the uninsured motorist and (2) if so, the amount of the damages. [Citation.]" (*Id.* at 1201.) The *Bouton* court concluded that determination of whether a claimant was insured under an uninsured motorist provision was not subject to arbitration under the statute.

While this case is factually distinct from the situation in *Bouton*, the complaint does present an issue of coverage under the endorsement, and whether Travelers is required under the policy to cover losses sustained by defendant for which he was otherwise entitled to payment under workers' compensation law. As the question in this case deals with whether the defendant's settlement with his employer's workers compensation insurance carrier forecloses his ability to collect under Travelers' uninsured motorist provision, the issue here is one of coverage, which is outside the purview of the arbitrator. (*Bouton* 43 Cal.4th at 1201; Insurance Code Sec. 11580.2 (f).)

Based on the foregoing, the court denies defendant's motion to compel arbitration of plaintiff's claims and denies defendant's motion to stay the action. Defendant shall file his answer by **October 23, 2026**.

12. S-CV-0058331 In Re the Petition of Renteria, Alondra

Petition for Approval of Compromise of Claim of Proceeds of Judgment for Minor

The petition for approval of minor's compromise claim is granted. After careful consideration of the petition and attachments, the court finds the settlement is in the best interest of the minor. (Prob. Code, § 3500; Code Civ. Proc., § 372; *Pearson v. Superior Court* (2012) 202 Cal.App.4th 1333, 1337-38.)

13. S-CV-0058332 Boeva, Lidia v. County of Placer

Petition for Writ of Administrative Mandate

Petitioner Lidia Boeva petition for writ of administrative mandate pursuant o Code of Civil Procedure section 1094.5. Respondents have not yet appeared.

It does not appear the petition is yet at issue. No summons has been sought or issued. There is no evidence in the court's file the petition has been served on either respondent. The administrative record has not yet been lodged with the court.

In light of the above noted issues, the court vacates the hearing on the petition and instead schedules the matter for a status conference on **November 17, 2026 at 8:30 a.m. in Department 32**. Petitioner is directed to obtain a summons, to serve all respondents with the petition and the summons, and file all proofs of service as appropriate. Petitioner shall also file and serve a notice of continued hearing.
