

LEONARD v ENDER, et al.

23CV46996

**DEFENDANT NORCAL GOLD'S MOTION FOR DETERMINATION OF
GOOD FAITH SETTLEMENT**

This is a breach of contract, warranty and fraud case arising out of the purchase of real property ("Property") by Plaintiff Tamara Leonard ("Plaintiff") from Defendants Wendel and Mary Ender ("Enders").

On October 17, 2023, Plaintiff filed a Complaint alleging: 1) breach of contract, 2) breach of implied covenant of good faith and fair dealing, 3) breach of fiduciary duty, 4) fraud, and 5) conspiracy. In addition to the Enders, Plaintiffs also filed suit against real estate agents Tomas Gonzalez ("Gonzalez"), Matthew Bingaman ("Bingaman") and Roxanne Shilling ("Shilling"), real estate brokers NorCal Gold, Inc. ("Norcal") and NRT West, Inc. ("NRT") and home inspector Ed Diwata ("Diwata").

Plaintiff dismissed Diwata from the matter without prejudice on September 23, 2024. On November 13, 2024, the Court found a good faith settlement between Plaintiff and Bingaman, Gonzalez and NRT. Now before the Court is a Motion for Good Faith Settlement filed by the only remaining defendants, Norcal and Schilling.

On or about September 25, 2024, following arms-length negotiations between Plaintiff and moving defendants, these parties reached a settlement agreement designed to resolve all claims between them. (See Settlement Agreement and Mutual Release, Exhibit 1 to Declaration of Aman K. Joesa ("Joesa Decl.") ¶¶ 3, 6.) The material terms of the agreement provide that Norcal on behalf of itself and Schilling will pay to Plaintiff \$7,500.00 in exchange for a full release of all Plaintiff's claims. (Joesa Decl. ¶ 4.) Payment is to be made within 30 days of any entry finding the settlement to be in good faith pursuant to Code Civ. Procedure section 877.6. (*Id.*) As part of the settlement, the moving defendants agreed to respond to Plaintiff's discovery requests. (*Id.*)

"In the context of section 877.6, '[t]he trial court is given broad discretion in deciding whether a settlement is in "good faith" for purposes of section 877.6, and its decision may be reversed only upon a showing of abuse of discretion.' " (*Cahill v. San Diego Gas & Electric Co.* (2011) 194 Cal.App.4th 939, 957.) The motion is unopposed. "[W]hen no one objects, the barebones motion which sets forth the ground of good faith, accompanied by a declaration which sets forth a brief background of the case is sufficient." (*City of Grand Terrace v. Superior Court* (1987) 192 Cal. App. 3d 1251, 1261.)

All other parties to this matter have been dismissed. The moving defendants have provided a declaration which sets forth the background of the case and the terms of the settlement. No opposition has been filed.

Accordingly, the Motion for Determination of Good Faith Settlement is **GRANTED**.

The Case Management Conference scheduled for 6/25/25 is rescheduled to April 16, 2025, at 1:30 p.m. in Dept. 4 and is redesignated as an OSC re status of case dismissal.

The Clerk shall provide notice of this Ruling to the parties forthwith. The Court intends to sign the submitted (proposed) Order.