

**Tentative Rulings for February 25, 2026**  
**Department 502**

**For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)**

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There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) *The above rule also applies to cases listed in this "must appear" section.*

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The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

23CECG04369      *City of Fresno v. Linda Liberta* is continued to Wednesday, March 25, 2026, at 3:30 p.m. in Department 502.

25CECG01569      *Louise Preat v. Black Contractor's Association of California* is continued to Wednesday, March 25, 2026, at 3:30 p.m. in Department 502.

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# **Tentative Rulings for Department 502**

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**Tentative Ruling**

Re: **WPG La Quinta Villas, LLC v. UMB Bank, National Association**  
Superior Court Case No. 25CECG03225

Hearing Date: February 25, 2026 (Dept. 502)

Motion: Defendant UMB Bank, National Association's Demurrer to Plaintiffs, WPG La Quinta Villas, LLC and Woodbridge Pacific Group, LLC First Amended Complaint

**Tentative Ruling:**

To sustain defendant, UMB Bank, National Association's demurrer in part, with leave to amend. Plaintiffs must file and serve an amended pleading, if any, within 20 days, which shall run from service by the clerk of the minute order. New language must be set in **boldface** type.

**Explanation:**

The function of a demurrer is to test the sufficiency of a pleading by raising questions of law. (*Plumlee v. Poag* (1984) 150 Cal.App.3d 541, 545.) As relates to a complaint, the test is whether plaintiff has succeeded in stating a cause of action; the court does not concern itself with the issue of plaintiff's possible difficulty or inability in proving the allegations of the complaint. (*Highlanders, Inc. v. Olsan* (1978) 77 Cal.App.3d 690, 697.) In assessing the sufficiency of the complaint against demurrer, we treat the demurrer as admitting all material facts properly pleaded, bearing in mind the appellate courts' well established policy of liberality in reviewing a demurrer sustained without leave to amend, liberally construing the allegations with a view to attaining substantial justice among the parties. (*Glaire v. LaLanne-Paris Health Spa, Inc.* (1974) 12 Cal.3d 915, 918.)

The First Amended Complaint filed by plaintiffs, WPG La Quinta Villas, LLC ("WPG") and Woodbridge Pacific Group, LLC ("Woodbridge") ("collectively "plaintiffs") states two causes of action. The first cause of action is alleged solely by Woodbridge against defendant, UMB Bank, National Association ("UMB"), is a conversion action based on Missouri Annotated Statute Section 400.3-420. The second cause of action is alleged by both plaintiffs is a conversion cause of action based on California common law, and is not at issue in this demurrer.

The First Amended Complaint alleges that WPG mailed a check in the amount of \$305,824.04 to a California entity named "CBC Framing Inc." ("California CBC") (FAC., ¶ 9.) Thereafter, a Missouri entity, named "CBC Framing Inc." ("Missouri CBC") stole that check and presented that check to UMB, where UMB accepted "the Stolen Check which was missing an endorsement." (FAC., ¶¶ 11-13.) California CBC "assigned any and all claims relating to the Stolen Check to Woodbridge." (FAC., ¶19.)

UMB generally demurs to the first cause of action for conversion, based on Missouri Annotated Statute Section 400.3-420 on the grounds that the first cause of action fails to state facts sufficient to constitute a cause of action against UMB. UMB argues that WPG cannot sue UMB under Missouri Annotated Statute Section 400.3-420 (UMB's Moving Papers, pgs. 5-7.) UMB likewise contends that Woodbridge has no claim against it based on this statute either. (UMB's Moving Papers, pgs. 7-8.)

The Court overrules UMB's demurrer as it pertains to WPG. WPG made no claim against UMB pursuant to Missouri Annotated Statute Section 400.3-420. The first cause of action in the First Amended Complaint is brought only by Woodbridge. (FAC., pg. 4.)

The Court sustains UMB's demurrer as it pertains to Woodbridge because it does not provide a cause of action to a stolen check's payee, unless the check is stolen **from** the payee:

Missouri Annotated Statute Section 400.3-420, subsection (a) provides:

The law applicable to conversion of personal property applies to instruments. An instrument is also converted if it is taken by transfer, other than a negotiation, from a person not entitled to enforce the instrument or a bank makes or obtains payment with respect to the instrument for a person not entitled to enforce the instrument or receive payment. **An action for conversion of an instrument may not be brought by (i) the issuer or acceptor of the instrument or (ii) a payee or endorsee who did not receive delivery of the instrument either directly or through delivery to an agent or a co-payee.**

Emphasis added.

UMB demurs on the grounds that the First Amended Complaint fails to allege that California CBC received the Stolen Check. (UMB Moving Papers, pg. 8, Ins. 4-7.) Paragraph 6 of the First Amended Complaint alleges that the stolen check was "intercepted," where paragraph 10 of the First Amended Complaint alleges that Missouri CBC "stole the Stolen Check from [California CBC.]"

Black's Law Dictionary defines "intercept" as "[s]omething that is at least temporarily cut off from its manifest destination; that which is seized or stopped from reaching its intended recipient." (Black's Law Dictionary (12<sup>th</sup> ed. 2024).)

A plain language reading of the First Amended Complaint implies CBC California never received the stolen check. Words cannot be read in a vacuum. The use of "intercept" in paragraph 6 of the First Amended Complaint taints how a reader would understand that CBC Missouri allegedly "stole" the check" from CBC California, in paragraph 10 of the First Amended Complaint. A reader would not reasonably infer from the First Amended Complaint that CBC California actually had possession of the Stolen Check.







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**Tentative Ruling**

Re: **Daniels v. Batal**  
Superior Court Case No. 24CECG01698

Hearing Date: February 25, 2026 (Dept. 502)

Motion: By Defendants for an Order for Plaintiff to Post Security

**Tentative Ruling:**

To grant and require plaintiff to furnish security in the amount of \$15,000 in order to maintain this litigation. Plaintiff is to post security no later than April 10, 2026. This action is stayed until the security is posted. If it is not posted by April 10, 2026, the court will entertain an ex parte request to dismiss the action. (Code Civ. Proc., § 391.4.)

**Explanation:**

On April 29, 2024, plaintiff filed a complaint which was amended June 12, 2024 alleging breach of contract and fraud. On June 16, 2025, the Los Angeles Superior Court made a ruling finding plaintiff to be a vexatious litigant. (Request for Judicial Notice, Exh. A.) Defendant brings this motion for an order for plaintiff to post security following the Los Angeles Court's decision.

Code of Civil Procedure section 391.1 provides that a defendant may move for an order to furnish security upon a showing that a plaintiff is a vexatious litigant and there is no "reasonable probability that they will prevail in the litigation against the moving defendant." (Code Civ. Proc., § 391.1, subd. (a).) Security is "an undertaking to assure payment, to the party for whose benefit the undertaking is required to be furnished, of the party's reasonable expenses, including attorney's fees and not limited to taxable costs..." (Code Civ. Proc., § 391, subd. (c).) Where the court orders a vexatious litigant to post security, failure to do so results in dismissal of the matter. (Code Civ. Proc., § 391.4.)

Courts have held that the vexatious litigant statute is constitutional. (*Moran v. Murtaugh Miller Meyer & Nelson, LLP* (2007) 40 Cal.4th 780, 786; *Wolfe v. George* (9th Cir. 2007) 486 F.3d 1120, 1124-1127.)

*Plaintiff is a Vexatious Litigant*

As already noted, plaintiff was deemed a vexatious litigant on June 16, 2025 by the Los Angeles Superior Court. (Request for Judicial Notice, Exh. A.) As such, this prong has been met by defendant.

*Reasonable Probability of Prevailing on the Merits*

Here, plaintiff has asserted two causes of action—one for breach of contract and one for fraud. At a hearing on a motion to post security, "the court shall consider any evidence, written or oral, by witnesses or affidavit, as may be material to the ground of

the motion.” (Code Civ. Proc., § 391.2.) In assessing the evidence, the court may weigh the evidence. (*Moran v. Murtaugh Miller Meyer & Nelson, LLP, supra*, 40 Cal.4th 780, 784-786.)

### Breach of Contract

A breach of contract is the unexcused failure to perform the terms of the contract. (*Chen v. PayPal, Inc.* (2021) 61 Cal.App.5th 559, 570.) To sufficiently demonstrate a breach of contract, a plaintiff must show the existence of a contract, the plaintiff’s performance of the contract, or an excuse for nonperformance, the defendant’s breach, and resulting damages. (*Harris v. Rudin, Richman & Appel* (1999) 74 Cal.App.4th 299, 307.)

Here, plaintiff alleges that she paid for surgical services, but did not receive them. Defendant has provided his declaration stating that he performed an abdominoplasty, muscle plication, and liposuction of plaintiff’s abdomen and love handles and submits his report of the procedure. (Batal Decl., ¶ 7 and Exh. D.) He also clarifies a Covid-19 surcharge included Personal Protective Equipment and that plaintiff was refunded \$50 for scar cream. (Batal Decl., ¶¶ 8-10.) Defendant adds that a drainage tube was removed at a post-operative follow-up. (Batal Decl., ¶ 11 and Exh. E.) Thereafter, plaintiff refused any further follow-up with defendant. (Batal Decl., ¶12.)

In her opposition, plaintiff provides a contract she asserts is unaltered and a contract she asserts was altered by defendant. (Daniels Decl., ¶¶ 3, 4, Exhs. A, C.) Neither of these counter defendant’s exhibits demonstrating that these procedures were performed. Plaintiff has not presented any evidence to show that defendant did not perform surgical services requested.

As such, plaintiff has not demonstrated a reasonable probability of prevailing on the merits for her breach of contract claim.

### Fraud

In order to plead fraud, a plaintiff must allege (1) a misrepresentation, (2) knowledge of falsity, (3) an intent to induce reliance, (4) justifiable reliance, and (5) resulting damages. (*Lazar v. Superior Court* (1996) 12 Cal.4th 631, 638.) Additionally, fraud must be pled with sufficient specificity. (*Id.* at p. 645.) Here, plaintiff alleges two bases for fraud. First, she asserts that a different doctor was supposed to have performed her surgical procedure and that she was misled regarding this. Second, she asserts that defendant failed to disclose that he was suspended.

Here, plaintiff’s own evidence disposes of the first claim. Plaintiff attaches a letter from Dr. Hashemiyoon which concludes, “Lastly, you have mentioned several times that you wished to have me do your treatment, but as I informed you clearly during our virtual consultation I am not trained to perform Abdominoplasty (Tummy Tucks). That is why you were referred to Dr. Batal. That is why you had a second virtual evaluation with Dr. Batal. He is your doctor of record.” (Daniels Decl., Exh. B.) Thus, the evidence provided by plaintiff negates her own claim.



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**Tentative Ruling**

Re: **Tacos San Marcos, Inc. v. Darrell Jones**  
Superior Court Case No. 23CECG02591

Hearing Date: February 25, 2026 (Dept. 502)

Motion: (1) by Plaintiff to Deem Admitted the Admissions in Request for Admissions, Set One,

(2) by Plaintiff to Compel Responses to Demand for Production, Set One,

(3) by Plaintiff to Compel Answers to Special Interrogatories, Set One,

(4) by Plaintiff to Compel Answers to Form Interrogatories, Set One

**Tentative Ruling:**

To grant. Within 20 days of service of the order by the clerk, Defendant Adrena Modzelewski-Vaquilar shall serve objection-free responses to Form and Special Interrogatories, Set One, and Request for Production of Documents, Set One, and produce all responsive documents.

The matters specified in plaintiff's Requests for Admission (Set One) are deemed admitted, unless defendant Adrena Modzelewski-Vaquilar serves, before the hearing, a proposed response to the requests for admission that is in substantial compliance with Code of Civil Procedure section 2033.220.

To award sanctions against defendant Adrena Modzelewski-Vaquilar in the amount of \$615.00, to be paid within 20 calendar days of the date of this order, with the time to run from the service of this minute order by the clerk. (Code Civ. Proc., §2030.290, subd. (c); Code Civ. Proc., §2031.300, subd. (c).)

**Explanation:**

According to the supporting declaration, the subject discovery was served on November 10, 2025. (See Slater, Decl. ¶ 2.) Yet, no responses were ever received (*Id.* at ¶16), and no oppositions have been filed.

Accordingly, defendant's motion to deem admitted the request for admission, set one, must be granted. (Code of Civ. Proc., § 2033.280; see also *St. Mary v. Superior Court* (2014) 223 Cal.App.4th 762, 778.) Similarly, the motion to compel responses to the interrogatories and requests for production are also granted. (Code Civ. Proc., §§ 2030.290, subd. (c), 2031.300, subd. (b).)



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**Tentative Ruling**

Re: **Galvan v. General Motors, LLC**  
Superior Court Case No. 23CECG03515

Hearing Date: February 25, 2026 (Dept. 502)

Motion: By Plaintiff for Attorney's Fees

**Tentative Ruling:**

To grant in the reduced amount of \$31,108. Payment shall be made by defendant General Motors, LLC to Consumer Law Experts, PC within 30 days of the clerk's service of the minute order.

**Explanation:**

A prevailing buyer in an action under the Song–Beverly Act “shall be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney’s fees based on actual time expended, determined by the court to have been reasonably incurred by the buyer in connection with the commencement and prosecution of such action.” (Civ. Code, § 1794, subd. (d).)

The statute “requires the trial court to make an initial determination of the actual time expended; and then to ascertain whether under all the circumstances of the case the amount of actual time expended and the monetary charge being made for the time expended are reasonable. These circumstances may include, but are not limited to, factors such as the complexity of the case and procedural demands, the skill exhibited and the results achieved. If the time expended or the monetary charge being made for the time expended are not reasonable under all the circumstances, then the court must take this into account and award attorney fees in a lesser amount. A prevailing buyer has the burden of ‘showing that the fees incurred were “allowable,” were “reasonably necessary to the conduct of the litigation,” and were “reasonable in amount.” ’ ” (*Nightingale v. Hyundai Motor America* (1994) 31 Cal.App.4th 99, 104.)

A court assessing attorney’s fees begins with a touchstone or lodestar figure, based on the ‘careful compilation of the time spent and reasonable hourly compensation of each attorney . . . involved in the presentation of the case.’ (*Serrano v. Priest* (*Serrano III*) (1977) 20 Cal.3d 25, 48; *Robertson v. Fleetwood Travel Trailers of California, Inc.* (2006) 144 Cal.App.4th 785, 817 [lodestar applies to Song-Beverly litigation].) Here, plaintiffs seek a lodestar of \$31,009. As our Supreme Court has repeatedly made clear, the lodestar consists of “the number of hours *reasonably expended* multiplied by the *reasonable* hourly rate. . . .” (*PLCM Group, Inc. v. Drexler, supra*, 22 Cal.4th at p. 1095, italics added; *Ketchum v. Moses, supra*, 24 Cal.4th at p. 1134.) The California Supreme Court has noted that anchoring the calculation of attorney fees to the lodestar adjustment method “is the only way of approaching the problem that

can claim objectivity, a claim which is obviously vital to the prestige of the bar and the courts.'" (*Serrano III, supra*, 20 Cal.3d at p. 48, fn. 23.)

Here, it should be noted that defendant agrees that plaintiff was a "prevailing party" for purposes of receiving attorney's fees. Defendant largely argues that the hours billed were not reasonably incurred. General Motors ("GM") does not dispute the reasonableness of the billing rates claimed by plaintiffs' counsel. Accordingly, those rates will be approved.

Plaintiff also seeks a multiplier of 1.5. A multiplier enhancement to the lodestar "is primarily to compensate the attorney for the prevailing party at a rate reflecting the risk of nonpayment in contingency cases as a class." (*Ketchum, supra*, 24 Cal.4th at p. 1138.) A multiplier may also be applied where the attorney has shown extraordinary skill, resulting in exceptional results. (*Ibid.*; *Graham, supra*, 34 Cal.4th at p. 582.) Courts have substantial discretion to select the factors they deem relevant to their multiplier analysis. (*Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 40–41.) The factors include: (1) the novelty and difficulty of the questions involved and the skill displayed in presenting them; (2) the extent to which the nature of the litigation precluded other employment by the attorneys; and (3) the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility for the award. (*Robertson v. Fleetwood Travel Trailers of California, Inc.* (2006) 144 Cal.App.4th 785, 819.) Reviewing the case in light of these factors, the court does find that the application of a multiplier is warranted. There was no significant complexity to the case, and the procedural demands were moderate with some discovery disputes.

As to the time expended, the opposition seeks to have the fee award reduced by more than half. Again, the court is to award attorneys' fees "reasonably incurred by the buyer in connection with the commencement and prosecution of [the] action." (Civ. Code, § 1794, subd. (d), emphasis added.) "A reduced award might be fully justified by a general observation that an attorney over litigated a case or submitted a padded bill, or that the party has stated valid objections." (*Donahue v. Donahue* (2010) 182 Cal.App.4th 259, 271.) If the time expended is not reasonable, the court must take that into account and award less than requested. (*Goglin v. BMW of North America, LLC* (2016) 4 Cal.App.5th 462, 470.)

Defendant challenges billing for "templated" documents, paralegal time, case management/administrative tasks, and excessive time for drafting and reviewing repair chronology and orders.

"Templated" Documents. Defendant requests the court reduce billing for various "templated" documents. The court has reviewed the billing entries challenged as "padded" or excessive based on the use of templates and similarity of cases and does not find the hours billed to be excessive

Paralegal Time. Defendant requests that the 7 hours of paralegal time be struck. Defendant challenges various entries throughout the billing record as time dedicated to clerical tasks. Purely clerical or secretarial tasks should not be billed at a lawyer or paralegal's usual rate, regardless of who performs them. (*Missouri v. Jenkins* (1989) 491 U.S. 274, 288, fn. 10.) Calendaring, preparing proofs of service, internal filing, preparing



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**Tentative Ruling**

Re: ***Peachtree Settlement Funding, LLC v. Manivone Thammavong***  
Superior Court Case No. 25CECG04950

Hearing Date: February 25, 2026 (Dept. 502)

Motion: Petition for Approval for Transfer of Payment Rights

**Tentative Ruling:**

To deny.

**Explanation:**

*Legal Standard*

The Structured Settlement Protection Act governs transfers of structured settlement payments to factoring companies for immediate cash payments. (See Ins. Code, §§ 10134 et seq.) The Act's purpose is to "protect structured settlement payees from exploitation by factoring companies." (*RSL Funding, LLC v. Alford* (2015) 239 Cal.App.4th 741, 745.) The Act provides that a transfer of structured settlement payment rights is void unless the following conditions are met:

- 1) The transfer is fair and reasonable, and in the payee's best interest, taking into account the welfare and support of the payee's dependents (Ins. Code, § 10137, subd. (a)); and
- 2) The transfer complies with the requirements of the Act, will not contravene other applicable law, and the judge has reviewed and approved the transfer. (Ins. Code, § 10137, subd. (b); Ins. Code, § 10139.5.)

To determine what is fair and reasonable, and in the payee's best interest, the court is to consider the totality of the circumstances and the factors listed in Insurance Code section 10139.5, subdivision (b), including the purpose of the transfer, the payee's financial and economic situation, and any previous transactions. (Ins. Code, § 10139.5.)

*Analysis*

Here, Petitioner Peachtree Settlement Funding, LLC ("Petitioner") has not demonstrated how this transfer is in Payee Manivone Thammavong's ("Payee") best interests, nor that the financial terms of the transfer are fair and reasonable.

Payee has agreed to accept \$9,300.00 for 240 annuity payments, which, pursuant to the terms of the parties' agreement at paragraph 11, totals to the amount of \$375,411.76. (Verified Petn., Exh. 1, ¶ 11.)

First, the amount to be received by Payee appears to the court as egregiously low. Not only is it a small fraction of the amount Payee would receive from the monthly payments, but it is low in comparison to the two previous transfers. In 2005, Payee sold 207 payments for \$33,204.59. In 2015, Payee sold 278 payments for \$10,598.27. Now, Payee is anticipating selling 240 payments for \$9,300.00. Petitioner has failed to provide any explanation for why the amount Payee would receive under this transaction continues to decrease while the monthly payments continue to annually increase.

Second, the proposed purchase price barely covers the cost of a used vehicle, the purchase of which is the intent for the funds. The cars Payee submits as options to purchase are all used vehicles. As demonstrated by the screenshots attached as Exhibit 1 to Payee's declaration, all three are either a 2011 or 2012 vehicle, and each has somewhere between 105,000 and approximately 155,000 miles on them. The cost of these vehicles ranges between \$6,000 and \$9,200. \$9,300 appears insufficient to fulfil Payee's purported purpose for the funds. Neither Payee nor Petitioner takes into account the potential need to service/repair an older vehicle, handle transfer/registration fees, prepare for any emergent services, consistently fill the vehicle with gas, etc. All of these considerations factor into what makes an older used vehicle "reliable."

Third, Payee indicates that the vehicle is needed in order to have reliable transportation for future employment and to return to school. Payee does not describe any efforts made to obtain employment nor imminent plans to return to school. Education costs money, and if Payee spends the entirety of the funds on the purchase of a used vehicle, there is no explanation as to how Payee will afford to enroll in continued education. Further, the remainder of the proposed purchase amount would be insufficient to sustain Payee while unemployed.

Fourth, Payee left her previous employment to take care of her son. It is not described whether he still needs care, and whether that care is medical care, childcare, etc. Payee's proposed purpose for the money does not include, nor is the amount sufficient to cover, expenses of caring for a child while still unemployed or while in school. It is not stated whether Payee has any other source of monthly income at this time. There is no indication that the child's other parent is providing support, whether Payee has full custody, nor whether Payee has any assistance with caring for the child at this time, etc.

Fifth, this is Payee's third time selling her annuity payments. The court has concerns that Payee has already sold her monthly payments for the next 20 years (until 2046), and is now attempting to sell her annuity payments for the 20 years after that, especially since the proposed purchase price will barely sustain her for even a small portion of that amount of time.

Sixth, Insurance Code section 10139.5, subdivision (c) requires Petitioner to provide the names, ages, and place or places of residence of the payee's minor children or other dependents. It also requires a statement of the amounts and sources of the payee's monthly income and financial resources, if any. Finally, it requires information regarding the previous transfers, including generally the payee's reasons for pursuing or completing a previous transaction. These pieces of information are missing from the Verified Petition.



