Tentative Rulings for February 26, 2026
Department 403

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)

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.***

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

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(Tentative Rulings begin at the next page)

Tentative Rulings for Department 403

Begin at the next page

(03)

Tentative Ruling

Re:	***Ramos v. General Motors, LLC*** Case No. 23CECG03851
Hearing Date:	February 26, 2026 (Dept. 403)
Motion:	Defendant General Motors' Motion under Evidence Code section 402(a) for Hearing Regarding Plaintiffs' Fraudulent Inducement Claims

Tentative Ruling:

To deny defendant's motion for a hearing under Evidence Code section 402(a) regarding plaintiffs' fraudulent inducement and punitive damage claims.

Explanation:

Under Evidence Code section 402, "When the existence of a preliminary fact is disputed, its existence or nonexistence shall be determined as provided in this article." (Evid. Code, § 402, subd. (a).) "The court may hear and determine the question of the admissibility of evidence out of the presence or hearing of the jury..." (Evid. Code, § 402, subd. (b).)

Here, defendant seeks to have the court hold a hearing on whether plaintiffs have evidence to support their fraud and punitive damage claims before the trial begins. Defendant contends that plaintiffs cannot meet their burden of producing evidence to support their claims, and thus the court should not allow the fraud or punitive damage claims to proceed to trial.

However, defendant has not provided any declarations, documents, or other evidence to support its assertion that plaintiffs have no evidence to support their fraud and punitive damages claims. Thus, defendant has not met its burden of showing that it is entitled to any relief here.

Also, it appears that defendant is essentially seeking an order summarily adjudicating the fraud claim and prayer for punitive damages. However, defendant has not complied with any of the procedural requirements of the summary judgment statute, including filing and serving a notice of motion for summary adjudication, giving at least 81-days' notice of the motion, and filing a separate statement of undisputed facts supported by admissible evidence showing that defendant is entitled to summary adjudication. (Code Civ. Proc., § 437c.) The present motion seems to be an attempt to obtain summary adjudication without complying with the strict requirements of section 437c. Thus, to the extent that defendant is seeking an order dismissing the fraudulent inducement and punitive damages claims, the motion is defective and cannot be granted.

The motion also appears to be nearly identical to defendant's motion in limine number 9, which also seeks to exclude evidence in support of the fraud and punitive damage claims. To the extent that defendant seeks to exclude any evidence to support the fraud and punitive damage claims, the issue can be resolved through the motion in limine. The motion to strike the fraud and punitive damage claims is duplicative of the motion in limine. Therefore, the court intends to deny the motion for a hearing on the issue of whether plaintiffs can prove up their fraud and punitive damages claims.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: lmg on 2-24-26.
(Judge's initials) (Date)

(47)

Tentative Ruling

Re: ***Maria Andrade v. Central Valley Sanitation Inc.***
Case No. 24CECG03421

Hearing Date: February 26, 2026 (Dept. 403)

Motion: Defendant Fowler Packing Company, Inc.'s Motion for Summary Judgment or Summary Adjudication

Tentative Ruling:

To grant defendant Fowler Packing Company, Inc.'s motion for summary judgment. Accordingly, defendant Fowler Packing Company, Inc. is ordered to submit a proposed judgment conforming to the court's order within 10 days of the clerk's service of the minute order.

Explanation:

Defendant, Fowler Packing Company, Inc. ("defendant" or "Fowler") moves for an order granting summary judgment or in the alternative, summary adjudication. This action was filed on August 8, 2024. The complaint's first cause of action alleges motor vehicle negligence, and the second cause of action is for negligent hiring and retention. (UMF Nos. 6, 7.)

The following facts are not in dispute. Plaintiffs are the heirs of decedent Jose Luis Andrade ("Andrade" or "decedent") and make a claim for wrongful death. Plaintiffs' wrongful death claim arises out of a collision between a semi-tractor-trailer truck operated by defendant Silvestre Zaragoza Uribe ("Uribe") and a Chevy Tahoe operated by plaintiffs' decedent Andrade. (Defendant's Undisputed Material Fact ("UMF") No. 1). Uribe was an employee driver of defendant trucking company Central Valley Sanitation, Inc. ("CVS"). (UMF No. 9.) At the time of the accident, Uribe/CVS was hauling a load of fruit which was purchased by Fowler from an independent grower. (UMF No. 10.) The fatal accident occurred during evening/nighttime hours on March 22, 2024. (Plaintiffs' Additional Undisputed Material Facts (PAUMF) No. 30.)

Evidentiary disputes to the following facts are discussed below. CVS is a trucking company owned solely by Miguel Lopez Gonzalez. (UMF No. 9.) CVS was selected to haul in the harvested fruit in question by Pacific Farm Management, Inc. ("Pacific Farm") (UMF No. 12.) Pacific Farm is an independent company that sometimes provides farm labor to Ag Force LLC. Ag Force LLC is a farm labor company owned by Fowler. Pacific Farm is not owned, managed or controlled by Fowler or Ag Force LLC. (UMF No. 13.) At the time of the accident, CVS had a contract with Fowler relating to trucking services for Fowler. (UMF No. 14.)

A defendant moving for summary judgment or summary adjudication has met his or her burden of showing that a cause of action has no merit if he or she shows one or more elements of the cause of action cannot be established, or that there is a

complete defense to that cause of action. (Code Civ. Proc., § 437c, subd. (p)(2).) Once the defendant has met that burden, the burden shifts to the plaintiff to show that a triable issue of one or more material facts exists as to that cause of action or a defense. (*Ibid*.) A cause of action has no merit if either (1) one or more of the elements of the cause of action cannot be separately established, even if that element is separately pleaded; or (2) a defendant establishes an affirmative defense to that cause of action. (Code Civ. Proc., § 437c, subd.(o).)

Motor Vehicle Negligence

Fowler meets its initial burden that it was not vicariously liable for decedent's passing away. Fowler argues it did not owe decedent a duty of care where CVS and Uribe were independent contractors rather than employees, and that Fowler did not exercise any direct operational control over CVS and Uribe when they were transporting produce to Fowler when the accident occurred.

The essential elements of actionable negligence include: (1) a defendant's legal duty to use due care, (2) a breach of that duty, (3) the breach as the proximate or legal cause of the resulting injury, and (4) actual loss or damage resulting from that injury. (*United States Liab. Ins. Co. v. Haidinger-Hayes, Inc.* (1970) 1 Cal.3d 586, 594; *Koepke v. Loo* (1993) 18 Cal.App.4th 1444, 1448–1449.)

"At common law, a person who hired an independent contractor to perform a task generally was not liable to third parties for injuries caused by the independent contractor's negligence. Central to this rule of nonliability ' "was the recognition that a person who hired an independent contractor had " 'no right of control as to the mode of doing the work contracted for.' " ' " (*Vargas v. FMI, Inc.* (2015) 233 Cal.App.4th 638, 646, quoting *SeaBright Insurance Company* (2011) 52 Cal.4th 590, 598.

An employee is one who is subject to his or her employer's right of control with respect to any act, labor, or work to be done in the course and scope of the employment. (*Gipson v. Davis Realty Co.* (1963) 215 Cal. App. 2d 190, 205.) The control must encompass both the means and manner of performance of the work. If control pertains only to the result of the work and not to the means by which it is accomplished, the relationship is one of independent contractor rather than employee and vicarious liability under the doctrine of respondeat superior will not attach. (*Millsap v. Federal Express Corp.* (1991) 227 Cal. App. 3d 425, 431.)

Under these circumstances, CVS is an independent contractor and not Fowler's employee. Fowler did not have an ownership interest in CVS and had no role in the management or control of CVS. (UMF No. 8.) Uribe was not employed by Fowler and Fowler did not select CVS or Uribe to haul the fruit in question. (UMF Nos. 9, 11, 12, 15.) Furthermore, the contract between Fowler and CVS expliciltly provides it is non-exclusive, meaning CVS is not prevented from hauling cargo for others and provides that CVS is a independent contractor. (Decl. of Thordarson,¶ 4, Ex 3, ¶¶ 7-8.)

While there are circumstances where the hirer of an independent contractor may vicariously liable for their acts, they are not present here. For instance, *Hooker v. Department of Transportation* (2002) 27 Cal.4th 198, 210, held that a hirer who retained

control over the work may be liable when it actually exercises that control in a manner that "affirmatively contributes" to the injury. In *Hooker*, the California Supreme Court reviewed the specific facts of the case (Caltrans permitting (but not requiring) a crane operator to retract the outriggers to allow traffic to pass over an overpass) the Court adopted the "active participation" standard as follows:

> We are not persuaded that Caltrans, by permitting traffic to use the overpass while the crane was being operated, affirmatively contributed to Mr. Hooker's death. Interesting, when pressed for a standard, Plaintiff's counsel referred to a passage in the Thompson opinion of the Utah Supreme Court quoted above: "Under the 'active participation' standard, a principal employer is subject to liability for injuries arising out of its independent contractor's work if the employer is actively involved in, or asserts control over, the manner of performance of the contracted work. (*Id*. at p. 215.)

Like *Hooker*, it cannot be said that Fowler directed Uribe or controlled his actions in any meaningful way that caused the accident. Fowler did not hire, employ, retain, pay supervise or train Uribe in any way. (UMF No. 15.) Fowler did not control or direct Uribe's comings and goings. (UMF No. 15.) Pacific Farm dispatched CVS to pick up fruit on the date in question. (UMF No. 12.) Fowler did not arrange pick-up or drop-off times for the fruit cargo being hauled by Uribe and had no role in the supervision and direction of Uribe's work, including the route Uribe was to take to the packing plant. (UMF Nos. 15-19.)

Although plaintiffs claim to dispute Fowler's UMF Nos. 11 through 19, their disputes do not directly contradict the evidence, raising no triable issues of material fact. California Rules of Court, Rule 3.1350(f)(2), provides that a party must cite to evidence that "controvert[s]" a fact. Citing to additional evidence to provide "context" to an UMF does not necessarily raise a triable issue of material fact. For example, UMF No. 13 provides that "Pacific Farm is an independent company" and UMF No. 16 states that Pacific Farms set pickup and departure times for CVS truckers hauling Fowler loads. Plaintiffs attempt to dispute these UMFs by claiming the attachments to Dustin Thordarson's Declaration show Fowler retained "ultimate control" unpersuasive. One must necessarily direct a hired shipper which goods to pick up and where to deliver them. Nor is requiring a basic level of insurance "active participation" in the carrying of cargo.

Furthermore, the Court agrees with Fowler's objection number 7, where plaintiffs' "disputes" of UMF Nos. 11-19 fail to comply with California Rules of Court, Rule 3.1350(f)(2) and Code of Civil Procedure section 437c, subdivision (b)(3).

Plaintiffs have not met their burden of demonstrating that a triable issue of fact exists.

Thus, when the accident occurred Uribe/CVS were transporting fruit Fowler had purchased from a third party grower. (UMF No. 10.) While plaintiffs assert that CVS and

Fowler's hauling relationship was exclusive and try to bootstrap this into Fowler actively participating in the transport of fruit, this assertion is belied by the evidence cited and the terms of the actual contract.

Nor is plaintiffs' argument that Fowler controlled aspects of CVS and Uribe's hauling practices by requiring tarp coverage of loads being carried back and forth. Evidence from the deposition of Fowler employee Jesus Ramirez Munoz indicates the county, not Fowler, required a tarp/netting on the loads. (See, Exhibit 12 to Declaration of Dustin Thordarson, Deposition of Jesus Ramriez Munoz, 55:10 -57:23.) Further, plaintiffs' evidence indicates that it is the responsibility of the truck driver (Uribe in this case) to inspect the tarp (See, Exhibit 12 to Declaration of Dustin Thordarson, Deposition of Jesus Ramriez Munoz, 61:8-62:12.)

Plaintiffs' argument that Fowler controlled where to pick-up freight does not mean that Fowler had operational control on how Uribe did his job. Fowler's reply to opposition papers ask the rhetorical question "[h]ow would the trucking company know where to get the freight if they were not told where to pick up the load?" (Pg. 4.) Merely indicating where to pick something up is not operational control. Furthermore, it was Pacific Farm that arranged pick-up and/or departure times for CVS's drivers to haul harvested fruit. (UMF No. 16.)

Finally, plaintiffs' make the argument that Fowler instructed Uribe to park illegally just before the automobile accident. However, plaintiffs' own evidence demonstrates Fowler had no involvement in controlling the claimed worksite. Uribe parked the truck on the side of the road during loading at the direction of the forklift operator, Cristobal. (See, Exhibit 13 to Declaration of Dustin Thordarson, Deposition of Uribe, 30:5-32:5, 54:22-55:11.) The forklift operator (Cristobal) was employed by Pacific Farm. (See, Exhibit 12 to Declaration of Dustin Thordarson, Deposition of Jesus Munoz, 78:25-79:15, 81:15-82:6, 85:4-86:4.)

Negligent Hiring Supervision and Retention

In the Second Cause of Action, plaintiffs allege that defendants (including Fowler) negligently hired and retained truck driver Uribe and failed to provide sufficient training and supervision to him and was negligent in entrusting Uribe with the Subject Truck and Subject Trailer.

To succeed on a claim for negligent hiring, supervision, retention, a plaintiff must prove all of the following: 1) that the defendant employer hired the employee; 2) that the employee was unfit to perform the work the employer was hired to do; 3) that the employer knew or should have known the employee was unfit or incompetent; 4) that the unfitness of the employee harmed plaintiff and 5) that the negligent hiring, retentions, supervision was a substantial factor in causing the plaintiff's harm. (CACI No. 426.)

The court finds the following facts undisputed. Pacific Farm is an independent company that provides farm labor at non-Fowler owned properties. (UMF No. 13.) Pacific Farm contacted CVS to arrange pick-up and/or departure times for CVS's drivers to haul harvested fruit. (UMF No. 16.) Fowler did not hire or retain Uribe. (UMF Nos.

9, 11, 12, 15.) Fowler had no role in selecting Uribe or CVS to haul the load in question. (UMF No. 11- 16). Because Fowler did not hire, retain or select Uribe or CVS, Plaintiffs are unable to prove the essential elements of negligent hiring, retention and supervision as set forth in CACI No. 426.

Plaintiffs fail to provide any evidence to dispute the fact that Fowler did not hire or employ Uribe as a driver. An employer may be held liable to a third party for the employer's negligence in hiring or retaining an employee who is incompetent or unfit if the employee tortiously injures the third party. (*Underwriters Ins. Co. v. Purdie* (1983) 145 Cal.App.3d 57, 69.) Liability under this theory requires that the employer must, prior to the hiring, have had a reason to believe that an undue risk of harm to others would exist because of the employment. (*Roman Catholic Biship v. Superior Court* (1996) 42 Cal.App.4th 1556, 1566-1567.) Pacific Farm, not Fowler, selected CVS/Uribe to haul the load on the date in question. (UMF Nos. 11-16.)

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: lmg on 2-24-26.
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***Holland Hulling Company v. Singh, et al.***
Superior Court Case No. 23CECG02112

Hearing Date: February 26, 2026 (Dept. 403)

Motion: Default Prove-Up

Tentative Ruling:

To deny without prejudice.

Explanation:

Plaintiff Holland Hulling Company has not filed a Judicial Council Form Civ-100 Request for Entry of Court Judgment, and the Court may not proceed without it. Should Plaintiff calendar another hearing, the Court prefers a default packet that complies with California Rules of Court, rule 3.1800, and the Superior Court of Fresno County, Local Rules, rule 2.1.14, be submitted at least ten court days prior to the hearing in order to avoid unnecessary consumption of time at the hearing.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: lmg on 2-25-26.
(Judge's initials) (Date)