Tentative Rulings for April 16, 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.

22CECG00280 ***Sharon Richardson v. Joan Kevorkian, et al.*** **is continued to Thursday, April 30, 2026 at 3:30 p.m. in Department 403.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 403

Begin at the next page

(47)

Tentative Ruling

Re: ***Fernanda Cruz-Aburto vs. Fruit Fillings Holdings, Inc.***
Superior Court Case No. 24CECG03652

Hearing Date: April 16, 2026 (Dept. 403)

Motion: By Defendant Fruit Fillings Holdings, Inc. to Bifurcate the Trial between Liability and Punitive Damages (Civ. Code § 3295, subd. (d))

Tentative Ruling:

The Court grants defendant Fruit Fillings Holdings, Inc.'s unopposed motion to bifurcate the issues of liability and punitive damages and to preclude evidence and/or reference to punitive damages and Fruit Fillings Holdings, Inc.'s financial condition during the liability phase of the trial. (Civ. Code, § 3295, subd. (d).)

Explanation:

Defendant, Fruit Fillings Holdings, Inc. ("Fruit Fillings" or "defendant") moves this Court for an Order bifurcating the issues of liability and punitive damages and to preclude evidence and/or reference to punitive damages and Defendant's financial condition during the liability phase of the trial, pursuant Civil Code section 3295, subdivision (d).

Civil Code section 3295, subdivision (d) provides in relevant part: "The court shall, on application of any defendant, preclude the admission of evidence of that defendant's profits or financial condition until after the trier of fact returns a verdict for plaintiff awarding actual damages and finds that a defendant is guilty of malice, oppression, or fraud in accordance with Section 3294." Our Supreme Court has explained, "As an evidentiary restriction, section 3295(d) requires a court, upon application of any defendant, to bifurcate a trial so that the trier of fact is not presented with evidence of the defendant's wealth and profits until after the issues of liability, compensatory damages, and malice, oppression, or fraud have been resolved against the defendant. Bifurcation minimizes potential prejudice by preventing jurors from learning of a defendant's 'deep pockets' before they determine these threshold issues." (*Torres v. Automobile Club of So. California* (1997) 15 Cal.4th 771, 777-778.)

"A request under section 3295, subdivision (d) is essentially a motion *in limine*, and ordinarily should be made before trial." (*Las Palmas Associates v. Las Palmas Center Associates* (1991) 235 Cal.App.3d 1220, 1241.)

Here, Fruit Fillings argues that its financial condition has nothing to do with whether it is liable to plaintiff for her alleged damages.

In light of the fact that no opposition has been submitted, and as defendant's financial condition has no apparent relevance to the determination of liability, the court

finds that the most efficient approach would be to try the issue of punitive damages after there have been findings of compensatory and punitive liability.

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 4-15-26.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Coronado v. FCA US LLC et al.***
Superior Court Case No. 22CECG00190

Hearing Date: April 16, 2026 (Dept. 403)

Motion: By Plaintiff for an Award of Attorney Fees, Costs and Expenses

Tentative Ruling:

To continue to Thursday, May 28, 2026, 3:30 p.m. in Department 403. Plaintiff is directed to file the original moving papers on or before 5:00 p.m. on May 15, 2026.

Explanation:

The docket reflects oppositions, replies, and an amended notice of motion regarding the above matter. No moving papers appear to have been filed, nor has anything been filed in this matter between July 9, 2024, and the amended notice of motion filed December 22, 2025. The matter is continued.

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 4-15-26.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Hernandez vs. Poindexter Nut Company, Inc.***
Superior Court Case No. 24CECG000472

Hearing Date: April 16, 2026 (Dept. 403)

Motion: Motion to be Relieved as Counsel

Tentative Ruling:

To take off calendar, as no moving papers have been filed.

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 4-15-26.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Valdez v. Guynes et al.***
Superior Court Case No. 25CECG04081

Hearing Date: April 16, 2026 (Dept. 403)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To deny, without prejudice. In the event that oral argument is requested: petitioner Courtney Valdez will be directed to appear; and plaintiff Hailey Valdez will be excused from appearing.

Explanation:

This action has two plaintiff parties, both of whom are minors: plaintiff Hailey Valdez ("Hailey"), and plaintiff Olivia Valdez ("Olivia"). Applications for appointment of petitioner Courtney Valdez ("Courtney") as guardian ad litem for each of the plaintiffs were granted on the basis of their minor status. The present application seeks approval of a compromise on behalf of Hailey's claims regarding the allegations of the Complaint. The petition reaffirms that Olivia is affected by the underlying event at Item 5. However, at Item 11(b)(5), Olivia is not named as a party to whom a portion of the settlement payments will flow. Moreover, the petition reports that defendants Sean Guynes and Cristian Carmona Rodriguez will contribute $25,000 and $100,000 respectively to the settlement. This sums neither to the reported $62,500 that Hailey is meant to receive, nor the total amounts of $225,000 reported as the global settlement. Neither do the sums of Hailey's proposed settlement of $62,500 and the four other settlement recipients identified in Item 11(b)(5) total to $225,000. None of the math of Items 10 and 11 agree with each other. Attachment 10(c) provides no further insights.

Further exacerbating the math are the fees and costs sought. At Item 13, it appears that certain filing fees are being apportioned, such as the initial filing fee for the Complaint. This would suggest that Olivia, the other plaintiff in this matter, bears the balance of the costs. However, at Item 17(f), the petition reports that no other fees are contemplated, consistent with Item 11(b)(5) that Olivia is not party to these settlement conditions. In a wrongful death action, a single joint cause of action is given to all heirs, and the judgment must be for a single lump sum. (*McDaniel v. Asuncion* (2013) 214 Cal.App.4th 1201, 1204.) If Olivia is not entitled to a portion of the sole settlement involved in the wrongful death of decedent Nick Valdez, the petition must clearly state these terms and explain why.

Finally, the fees sought at Item 13(a) fails to address the applicable factors listed in California Rules of Court, rule 7.955(b) as clearly indicated in the petition instructions. To the extent that it exists, the petition may also fail to attach any written attorney fee agreement to support the amount sought.

For the above reasons, the petition is denied, but without prejudice.

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 4-15-26.
(Judge's initials) (Date)

(20)

Tentative Ruling

Re: ***Childers v. Community Medical Centers, et al.***
Superior Court Case No. 23CECG03241

Hearing Date: April 16, 2026 (Dept. 403)

Motion: Defendant Fresno Community Hospital and Medical Center's Motion for Summary Judgment, or Alternatively Summary Adjudication

Tentative Ruling:

To deny.

Explanation:

In this action plaintiff Jamie Childers asserts various causes of action against her former employer Fresno Community Hospital and Medical Center, erroneously sued as Community Medical Centers and Community Regional Medical Center ("CRMC"), and her supervisor Chris Wilson. Following defendants' demurrer to the First Amended Complaint ("FAC"), the following causes of action remain: (2) sexual harassment, (4) failure to prevent harassment, (6) negligent retention and supervision, (7) wrongful termination in violation of public policy, and (8) negligent infliction of emotional distress. CRMC moves for summary judgment, or alternatively for summary adjudication of each remaining cause of action.

Initially the court notes that defendant's objection no. 15 is sustained, and the remainder are overruled.

Second Cause of Action

"A hostile work environment sexual harassment claim requires a plaintiff employee to show: (1) he or she was subjected to unwelcome sexual advances, conduct or comments; (2) the harassment was based on sex; and (3) the harassment was sufficiently severe or pervasive to alter the conditions of employment and create an abusive working environment. [Citations.] " (*Lewis v. City of Benicia* (2014) 224 Cal.App.4th 1519, 1524.)

"To prove sexual harassment, a plaintiff must show he or she suffered discrimination because of sex. [Citations.]" (*Id.*, at p. 1525, citations omitted.) "[T]he critical issue ... is whether members of one sex are exposed to disadvantageous terms or conditions of employment to which members of the other sex are not exposed." (*Ibid*., citations and quotations omitted.)

> A FEHA plaintiff must show " ' "that gender is a substantial factor in the discrimination, and that if the plaintiff 'had been a man she would not have been treated in the same manner.' " [Citation.]' [Citations.] Accordingly, it

> is the disparate treatment of an employee on the basis of sex ... that is the essence of a sexual harassment claim." [Citation.] "Because proof of discriminatory intent often depends on inferences rather than on direct evidence, very little evidence of such intent is necessary to defeat summary judgment." [Citation.]

(*Lewis v. City of Benicia* (2014) 224 Cal.App.4th 1519, 1525.)

"…[A] cause of action for sexual harassment on a hostile environment theory need not allege any sexual advances whatsoever. [Citation.] A cause of action on this theory is stated where it is alleged that an employer created a hostile environment for an employee because of that employee's sex. [Citation.]" (*Mogilefsky v. Superior Court* (1993) 20 Cal.App.4th 1409, 1414–1415, citations omitted.)

"With respect to sexual harassment in the workplace (see Gov. Code, § 12940, subd. (j)(4)(C)), the prohibited conduct ranges from expressly or impliedly conditioning employment benefits on submission to, or tolerance of, unwelcome sexual advances to the creation of a work environment that is 'hostile or abusive to employees because of their sex.' [Citation.] Thus, similar to the federal law's Title VII, California's FEHA 'recognize[s] two theories of liability for sexual harassment claims ... "... quid pro quo harassment, where a term of employment is conditioned upon submission to unwelcome sexual advances ... [and] hostile work environment, where the harassment is sufficiently pervasive so as to alter the conditions of employment and create an abusive work environment." ' [Citations.]" (*Hughes v. Pair* (2009) 46 Cal.4th 1035, 1042–1043.)

"A cause of action for quid pro quo harassment involves the behavior most commonly regarded as sexual harassment, including, e.g., sexual propositions, unwarranted graphic discussion of sexual acts, and commentary on the employee's body and the sexual uses to which it could be put. [Citation.] To state a cause of action on this theory, is it sufficient to allege that a term of employment was expressly or impliedly conditioned upon acceptance of a supervisor's unwelcome sexual advances. [Citation.]" (*Mogilefsky v. Superior Court* (1993) 20 Cal.App.4th 1409, 1414–1415, citations omitted.)

Moreover, "[a]s might be expected, cases sometimes involve a hybrid of these two theories. A hostile work environment may result from inappropriate sexual conduct in the workplace. Under such circumstances the plaintiff may allege that the unwelcome sexual advances were sufficiently pervasive so as to also alter the conditions of employment and create an abusive work environment." (*Id.*, at p. 1415.)

"Harassment cases are rarely appropriate for disposition on summary judgment." (Gov. Code, § 12923, subd. (e).) However, summary judgment may be granted where there is no substance to the plaintiff's case. (*Rochlis v. Walt Disney Co.* (1993) 19 Cal.App.4th 201, 210, 219 ["summary judgment was proper because there was no substance to [Plaintiff's] case"]; disapproved on other grounds in *Turner v. Anheuser Busch* (1994) 7Cal.4th 1238.)

"To prove sexual harassment, a plaintiff must show he or she suffered discrimination because of sex. [Citations.]" (*Id.*, at p. 1525, citations omitted.) "[T]he critical issue ... is whether members of one sex are exposed to disadvantageous terms or conditions of

employment to which members of the other sex are not exposed." (*Ibid*., citations and quotations omitted.)

> Harassment includes but is not limited to:
> (A) Verbal harassment, e.g., epithets, derogatory comments or slurs on a basis enumerated in the Act;
> (B) Physical harassment, e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual on a basis enumerated in the Act;
> (C) Visual forms of harassment, e.g., derogatory posters, cartoons, or drawings on a basis enumerated in the Act; or
> (D) Sexual favors, e.g., unwanted sexual advances, which condition an employment benefit upon an exchange of sexual favors.

(Cal. Code Regs, tit. 2, § 11019(b)(2); *Wawrzenski v. United Airlines, Inc*. (2024) 106 Cal.App.5th 663, 692.)

CRMC argues that no conduct rising to the level of sexual harassment can be shown by plaintiff. It is true that there is no evidence of epithets, derogatory comments or slurs. There was no assault, impeding or blocking movement, or physical interference with work or movement. No visual forms of harassment. However, plaintiff does allege and produce evidence of unwanted romantic pursuit of plaintiff by Wilson. The court already held in overruling defendants' demurrer that sufficient facts are alleged to suggest a nexus between Wilson's unwelcome advances and a potential promotion, since it is alleged that Wilson's conduct began when he lured plaintiff into a storage room under the guise of speaking to her about a promotion to Respiratory Therapist Level 4 (FAC, ¶ 10, subds. (c)-(d)), and Mr. Wilson intentionally assigned her as his Relief Supervisor so that he could spend the entire day following her around under the guise of training her (Id., ¶ 10, subds. (i)-(y)). Plaintiff presents evidence supporting these allegations. Wilson engaged in a sustained campaign including: luring Childers into a secluded storage room on his day off (PSF 8), sending cryptic texts after she told him he made her uncomfortable (PSF12), using a fabricated "training" pretext to shadow her for an entire day in a role she had held for a year (PSF 25-27), texting her about his divorce on Valentine's Day (PSF 21-22), calling her from multiple hospital phones and visiting her area multiple times a day for no reason (PSF 30), and continuing to show up at the hospital on his days off to seek her out—with a smirk—after she reported him to HR (PSF 44, 76-77). Coworkers openly joked about Wilson's fixation of Childers. (PSF 17.)

In ruling on a motion for summary judgment or summary adjudication, the court must "consider all of the evidence" and all of the "inferences" reasonably drawn therefrom (Code Civ. Proc., § 437c, subd. (c)) and must view the evidence and inferences "in the light most favorable to the opposing party." (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843.) A trier of fact could easily draw the inference that Wilson's apparent obsession or fixation on plaintiff was non-platonic and romantic in nature. Contrary to CRMC's assertion that plaintiff believed Wilson did not have a romantic interest in her, plaintiff has testified many times that she believed and perceived his interest to be romantic in nature. (See Response to UMF 9.) This is an inference reasonably supported by the evidence, not mere speculation.

The evidence is sufficient to conclude that the work environment was subjectively offensive and that plaintiff in fact did perceive it to be so. Plaintiff repeatedly expressed her discomfort, anxiety, desire to be away from Wilson.

Moreover, the reasonable person standard is patently a factual determination. If the allegations are sufficient to survive demurrer, then evidence of the same is sufficient to raise a triable issue of fact. Plaintiff has presented sufficient evidence to show that Wilson was pursuing a romantic relationship with plaintiff, and thus, engaged in " 'sexual advances, conduct, or comments' [citation], and acted from 'genuine sexual interest' [citation.]." (*Lewis, supra,* 224 Cal.App.4th 1519, 1528).

The evidence also supports the inference that Wilson's unwelcome advances were tied to a potential promotion, with evidence that Wilson's conduct began when he lured plaintiff into a storage room under the guise of speaking to her about a promotion to Respiratory Therapist Level 4 that plaintiff had not even requested. (UMF 1.) Also, evidence shows that Wilson intentionally assigned her as his Relief Supervisor so that he could spend the entire day following her around under the guise of training her. (Response to UMF 8.)

There is at least a triable issue as to whether Wilson's conduct constituted harassment, and whether the harassment was sufficiently severe or pervasive to alter the conditions of employment and create an abusive working environment. To be actionable, "a sexually objectionable environment must be both objectively and subjectively offensive, one that a reasonable person would find hostile or abusive, and one that the victim in fact did perceive to be so." (*Lyle v. Warner Brothers Television Productions* (2006) 38 Cal.4th 264, 284.) Plaintiff has presented sufficient evidence to raise a triable issue of fact on the cause of action for sexual harassment under either a quid pro quo theory, or a hybrid of the quid pro quo and hostile work environment theories. Accordingly, the motion should be denied as to the second cause of action.

Fourth Cause of Action

Government Code section 12940(k) provides that it is an unlawful employment practice in California for an employer "to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring." Plaintiff must establish that actual discrimination or harassment occurred in order to prevail on a claim for failure to prevent. (See *Trujillo v. North County Transit District* (1998) 63 Cal.App.4th 280 ["the employee has no cause of action for a failure to investigate unlawful harassment or retaliation, unless actual misconduct occurred."; 2 Cal. Code Regs. § 11023 (a)(2) ["There is no stand-alone, private cause of action [for failure to prevent harassment], and Plaintiff must also "plead and prevail on underlying claim of discrimination, harassment, or retaliation."].)

"[C]ourts have required a finding of actual discrimination or harassment under FEHA before a plaintiff may prevail under section 12940, subdivision (k)." (*Dickson v. Burke Willliams, Inc.* (2015) 234 Cal.App.4th 1307, 1314; also see *Trujillo v. North County Transit District* (1998) 63 Cal.App.4th 280 ["the employee has no cause of action for a failure to investigate unlawful harassment or retaliation, unless actual misconduct occurred."].) "[T]here's no logic that says an employee who has not been discriminated against can

sue an employer for not preventing discrimination that didn't happen [and] for not having a policy to prevent discrimination when no discrimination occurred. . ." (Id. at p. 286; see also 2 Cal. Code Regs. § 11023 (a)(2) ["There is no stand-alone, private cause of action [for failure to prevent harassment], and Plaintiff must also "plead and prevail on underlying claim of discrimination, harassment, or retaliation."].)

Inasmuch as the cause of action for sexual harassment survives, the cause of action for failure to prevent harassment should proceed on its merits.

"The employer's obligation to take prompt corrective action requires (1) that temporary steps be taken to deal with the situation while the employer determines whether the complaint is justified and (2) that permanent remedial steps be implemented by the employer to prevent future harassment . . . ." (*M.F. v. Pacific Pearl Hotel Management LLC* (2017) 16 Cal.App.5th 693, 701.) Once an employer is informed of harassment, it must take "adequate remedial measures" that are "reasonably calculated to end the current harassment and deter future harassment." (*Bradley v. Dept. of Corrections & Rehabilitation* (2008) 158 Cal.App.4th 1612, 1630 (citing *Sarro v. City of Sacramento* (E.D. Cal. 1999) 78 F.Supp.2d 1057, 1061–1062). "An employer is required to take remedial action designed to stop the harassment, even where a complaint is uncorroborated or where the coworker denies the harassment." (*Bradley, supra,* 158 Cal.App.4th at p. 1631.)

Here, for a period of time, CRMC took steps to prevent harassment by *temporarily* moving plaintiff to another supervisor's team. But CRMC then moved plaintiff back to be supervised by Wilson. While Wilson did not receive discipline, he did receive counseling. However, the counseling did not appear sufficient to prevent the harassment from occurring. On March 13, 2023, HR informed Childers the allegations had no merit, and she would have to return to Wilson's team. (PSF 59.) Less than a week later Wilson again showed up to the hospital on his day off while Childers was working; Childers was so fearful she had to physically hide from him, preventing her from performing her duties. (PSF 76.) Thus, Wilson's conduct continued after the investigation and plaintiff being sent back to Wilson's supervision. Another supervisor, Tim Chiapa, acted as a lookout, texting Childers, "The coast is clear. You're free to roam" once Wilson finally left. (PSF 77.) Childers testifies that HR wanted her to "just fall in line. . . and then go back to [Wilson]'s team like nothing happened," "didn't feel supported by HR" at all, felt intimated by HR's remarks, and that if she continued to make complaints, it would not end well for her. (PSF 78.) There is sufficient evidence that CRMC failed to take reasonable steps to stop the harassment. The motion should be denied as to the fourth cause of action as well.

Sixth Cause of Action

To establish a claim of negligent hiring, supervision, and retention, a plaintiff must prove all of the following: (1) that the defendant employer hired the employee, (2) that the employee became unfit or incompetent to perform the work for which the employee was hired, (3) that the defendant employer knew or should have known that the employee was unfit or incompetent, and that this unfitness or incompetence created a particular risk to others, (4) that the employee's unfitness or incompetence harmed the plaintiff, and (5) that the defendant employer's negligence in hiring/supervising/retaining

the employee was a substantial factor in causing plaintiff's harm. (*Doe v. Capital Cities* (1996) 50 Cal.App.4th 1038, 1054 ("Capital Cities"); CACI 426.)

Plaintiff's opposition ties the negligent hiring/prevention to the alleged harassment that occurred. She relies primarily on *Bradley v. Department of Corrections & Rehabilitation* (2008) 158 Cal.App.4th 1612, where the employer it initiated a formal sexual harassment investigation but failed to restrict the harasser's movement, leaving him "free range" to continue stalking the plaintiff. (*Id.*, pp. 1621, 1634.) Wilson's were given no instructions to restrict Wilson's access to Childers. (PSF 41). Wilson showed up to the hospital four or five times on his days off to interact with plaintiff, leaving her to hide from Wilson while another supervisor acted as a lookout. (PSF 44, 76-77.) HR also failed to interview witnesses, failed to speak to Chiapa despite his direct knowledge, and did not review security footage that would have corroborated Childers's account. (PSF 49, 50.) Wilson faced no discipline other than a counseling. (PSF 51.) Plaintiff was forced to go back to work under Wilson with no safeguards in place. CRMC's moving papers make no showing that its response to the harassment was sufficient to prevent the harassment from continuing.

CRMC also bases the motion on the contention that plaintiff was not actually harmed, pointing out that "Plaintiff's total lost earnings are $10,300. (UMF 47.)" (MPA 11:2.) This does not establish that plaintiff was not harmed. Rather, it shows that she was. CRMC also contends that "Plaintiff has not sought treatment for emotional distress since *before* she resigned. (UMF 50.)" (MPA 11:3.) But CRMC does not show that post-resignation psychiatric treatment is a necessary element for a cause of action for negligent supervision and retention. The motion should be denied as to this cause of action as well.

Seventh Cause of Action

"The elements of a claim for wrongful discharge in violation of public policy are (1) an employer-employee relationship, (2) the employer terminated the plaintiff's employment, (3) the termination was substantially motivated by a violation of public policy, and (4) the discharge caused the plaintiff harm." (*Garcia-Brower v. Premier Automotive Imports of CA, LLC* (2020) 55 Cal.App.5th 961, 973.)

CRMC initially attacks the cause of action by arguing, essentially, that Wilson's conduct does not constitute harassment, and a reasonable person in plaintiff's position would not have felt compelled to resign. (MPA pp. 11-12.) CRMC basically repeats the same arguments and relies on the same facts that were insufficient to prevail on the above causes of action. The motion should be denied as to this cause of action as well. Plaintiff submits evidence showing that she felt she had no choice but resign due to a combination of the sexual harassment she endured from Wilson, and defendant employers' reassignment of her position to Wilson's team.

"[A]dverse working conditions must be unusually 'aggravated' *or* amount to a 'continuous pattern' before the situation will be deemed intolerable." (*Cloud v. Casey* (1999) 76 Cal.App.4th 895, 902-903, quoting *Turner v. Anheuser-Busch, Inc.* (1994) 7 Cal.4th 1238, 1247.) Here there was certainly a continuing pattern of conduct that could easily be considered sexual harassment, with Wilson showing up at work on his days off specifically to seek out plaintiff. Plaintiff was not protected from further unwanted

contact from Wilson after her complaint. (PSF 40, 44-48, 76-77.) When HR forced plaintiff back to working under Wilson, plaintiff felt she had no other choice but to seek out other employment. A trier of fact could conclude that CRMC knowingly permitted these conditions and that a reasonable person in plaintiff's shoes would feel compelled to resign from what she felt were intolerable working conditions. Accordingly, the motion should be denied as to this cause of action as well.

Eighth Cause of Action

"A cause of action for intentional infliction of emotional distress exists when there is (1) extreme and outrageous conduct by the defendant with the intention of causing, or reckless disregard of the probability of causing, emotional distress; (2) the plaintiff's suffering severe or extreme emotional distress; and (3) actual and proximate causation of the emotional distress by the defendant's outrageous conduct. A defendant's conduct is 'outrageous' when it is so extreme as to exceed all bounds of that usually tolerated in a civilized community. And the defendant's conduct must be intended to inflict injury or engaged in with the realization that injury will result. [¶] Liability for intentional infliction of emotional distress does not extend to mere insults, indignities, threats, annoyances, petty oppressions, or other trivialities." (*Hughes v. Pair* (2009) 46 Cal.4th 1035, 1050–1051, citations and some quote marks omitted.) "It is not enough that the conduct be intentional and outrageous. It must be conduct directed at the plaintiff, or occur in the presence of a plaintiff of whom the defendant is aware." (*Christensen v. Superior Court* (1991) 54 Cal.3d 868, 903.)

Again reciting the same facts, CRMC contends that Wilson's conduct was not outrageous and neither Wilson nor CRMC intended plaintiff to experience emotional distress, which was not severe. The court should find that plaintiff has presented sufficient evidence to permit a trier of fact to conclude that CRMC acted with reckless disregard of the probability of causing emotional distress. Plaintiff contemporaneously expressed how she felt regarding Wilson's conduct and the way HR handled her complaints:

- "I feel like I'm going to puke."
- "My stomach hurts."
- "I have felt deflated at work lately, I didn't eat at all on Saturday. I have not wanted to be there for almost 3 weeks."
- "I want this to be over. I am a nervous wreck and can't eat or think about anything else."
- "Why is [Wilson] here again on a Sunday[?]. My stomach hurts. Please don't tell him I texted you."
- "This is causing me too much stress and affecting my mental and physical well being. If they would have just told me I could tay on your team I would have been butter but I do not want to be a part of this anymore especially if head leadership is not supporting me."

(PSF 48.) Chiapa observed plaintiff to be very anxious, unhappy and stressed over the issue, making her shaky. (PSF 48.)

A trier of fact could conclude from this evidence that plaintiff suffered severe emotional distress, proximately caused by Wilson and CRMC's conduct. Accordingly, the motion should be denied.

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 4-15-26.
(Judge's initials) (Date)

(47)

Tentative Ruling

Re: ***Christina Kleim vs. Jeremy Danielson***
Case No. 24CECG05542

Hearing Date: April 16, 2026 (Dept. 403)

Motion: Default Prove-Up Hearing

Tentative Ruling:

To grant. However, the court will revise the Proposed Judgment regarding attorney's fees, to adhere to Superior Court of California, County of Fresno Local Rules, Rule 2.8.3 and Appendix A1. Plaintiff's request for punitive damages is also denied.

Accordingly the proposed judgment is modified to a total of $1,786,345.88

Explanation:

Plaintiffs Christina Kleim ("Kleim") and La Jolla Group II Management, 2 Inc., ("La Jolla Group Management") (collectively "plaintiffs") submit their application for default judgment against defendants Jeremy Danielson and Delila Danielson (collectively "defendants").

Plaintiffs proposed judgment seeks the following:

a) Damages of $1,604,000.00
b) Prejudgment interest of $160,400.00
c) Attorney Fees of $37,940.00
d) Costs of $1,155.88
e) **Total of $1,803,495.88**

Plaintiffs properly pled twenty-one causes of action, where defendants failed to repay a loan in the amount of $604,000.00 and theft of $1,000,000 worth of coins and other valuable collectible assets. Plaintiffs submitted evidence substantiating their claims.

Attorney's fees in default judgments are awardable as follows:

20% of the first $5,000.00 in principal;
15% of the next $10,000.00 in principal;
10% of the next $10,000.00 in principal;
5% of the next $25,000.00 in principal;
2% of the next $50,000.00 in principal;
1% of anything in principal thereafter.

(Superior Court of Fresno County, Local Rules, rule 2.8.3, Appendix A1.)

The attorney's fees sought ($37,940.00) exceed the allowable amount ($20,790). (Declaration of Ethan Mora, ¶¶ 10-22.) The court will revise downward the Proposed Judgment regarding the amount of attorney's fees awarded for a Judgment Grand Total of $1,786,345.88.

Plaintiffs further seek punitive damages. In order to recover punitive damages, a plaintiff must prove up a defendant's net worth. (*Adams v. Murakami* (1991) 54 Cal.3d 105, 110-12; see also *Cummings Medical Corp v. Occupational Medical Corp.* (1992) 10 Cal.App.4th 1291 [some measure of the effect of a punitive damages award in terms of deterrence is required before punitive damages may be awarded in a default judgment].) A court may not award punitive damages in a default judgment setting when the plaintiff fails to present any evidence of a defendant's financial condition, net worth, and ability to pay. (*Devlin v. Kearny Mesa AMC/Jeep/Renault, Inc.* (1984) 155 Cal. App.3d 381, 384; *Lara v. Cadag* (1993) 13 Cal.App.4th 1061,1064-65.)

As plaintiffs have not introduced evidence of defendants financial condition, net worth, or ability to pay a judgement, the court cannot award punitive damages.

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 4-15-26.
(Judge's initials) (Date)

(03)

Tentative Ruling

Re: ***Rodriguez-Alvarez v. Volkswagen Group of America, Inc.***
Case No. 24CECG02252

Hearing Date: April 16, 2026 (Dept. 403)

Motion: Defendant's Motion to Enforce Terms of Defendants' Accepted Offer to Compromise, or in the Alternative Enter Judgment According to the Terms of the Accepted Offer to Compromise

Plaintiff's Motion for Attorney's Fees and Costs

Tentative Ruling:

To grant defendant's motion to enforce the terms of the accepted offer to compromise and order plaintiff to dismiss the case pursuant to the terms of the settlement. Plaintiff shall file a dismissal of the action with prejudice within 10 days of the date of service of this order.

To deny plaintiff's motion for attorney's fees and costs, as the motion is moot in light of plaintiff's agreement to accept $5,000 to settle her claim for attorney's fees and costs if she did not bring a motion for fees within 60 days of full payment of the settlement.

Explanation:

VW argues that plaintiff accepted its offer to settle the case under Code of Civil Procedure section 998, but she is now refusing to comply with the terms of the section 998 offer. In particular, VW points out that the offer included a provision that plaintiff must file a motion for her attorney's fees and costs within 60 days of when VW makes all payments, or VW has the right to pay plaintiff $5,000 to fully satisfy the plaintiff's claim for attorney's fees and costs. VW claims that it paid the full amount due under the settlement to plaintiff's counsel, less the amount needed to pay off the lien on the car, on October 16, 2025. Thus, VW claims that plaintiff needed to file her motion for attorney's fees and costs by no later than December 16, 2025.

When plaintiff did not file her motion within 60 days of the payment, VW paid plaintiff $5,000 to satisfy her claim for attorney's fees and costs on December 18, 2025. Plaintiff then filed her motion for attorney's fees on December 19, 2025. VW contends that the plaintiff's motion is untimely under the terms of the settlement offer, and that she longer has the right to move for her attorney's fees. Because plaintiff did not file her motion for attorney's fees and costs within 60 days of the payment, VW concludes that it is entitled to enforce the terms of the section 998 offer and enter a dismissal of the case, or alternatively, enter a judgment pursuant to the terms of the settlement.

Code of Civil Procedure section 998 provides for a party to make an offer in writing in order to settle a matter. General contract principals apply to such an offer. (*Bias v.*

Wright (2002) 103 Cal.App.4th 811,817.) Statutory compromise offers need to be "clear and specific." (*Seever v. Copley Press, Inc*. (2006) l4] Cal.App.4th 1550, 1560, disapproved on other grounds in *Segal v. ASICS America Corp*. (2022) l2 Cal.5th 651.) Courts have the inherent power to enforce the terms of a settlement between the parties. (*Gopal v. Yoshikawa* (1983) 147 Cal.App.3d 128, 130.)

Here, defendant has met its burden of showing that plaintiff entered into the settlement agreement, and that, as part of the settlement terms, plaintiff agreed to file her motion for fees within 60 days of the date when full payment was made under the terms of the settlement offer, or defendant would have the right to pay plaintiff $5,000 to satisfy her claim for attorney's fees and costs in full. (Section 998 Settlement Offer, Exhibit A to Paeng decl.) According to defendant's evidence, defendant served plaintiff with a section 998 offer to settle the plaintiff's claims on June 19, 2025. (Paeng decl., ¶ 3, and Exhibit A thereto.) Defendant offered to pay plaintiff $60,910.19 to settle her claims against defendants, less the amount necessary to pay off the outstanding lien on the subject auto. (*Id*. at ¶ 4.) The offer also included a provision for payment of attorney's fees and costs to plaintiff. The offer stated that,

> Defendants, jointly and severally, will pay Plaintiff's attorney fees and litigation costs in this action as follows: a) No later than 60 days after all payments have been made pursuant to paragraph 5, below, Plaintiff will file a noticed motion pursuant to Cal. Civil Code § 1794(d) for payment of the aggregate amount of Plaintiff's costs and expenses – including Plaintiff's attorney's fees based on actual time expended – determined by the Court to have been reasonably incurred in connection with the commencement and prosecution of this action; or at Plaintiff's option, b) If Plaintiff does not file a noticed motion pursuant to Cal. Civil Code § 1794(d) within 60 days after all payments have been made pursuant to paragraph 5, below, Defendants will pay Plaintiff the total sum of $5,000.00 as payment in full for the aggregate amount of Plaintiff's attorney fees and litigation costs incurred in connection with the commencement and prosecution of this action… (Section 998 Offer, p. 2, ¶ 2.)

Plaintiff does not deny that she entered into the settlement agreement.

Defendant VW claims that it paid plaintiff's counsel in full under the terms of the settlement on October 16, 2025, less the amounts necessary to pay off the lien on the auto. (Paeng decl., ¶ 6, and Exhibit B thereto.) "On or about October 16, 2025, after completing the buyback and vehicle surrender process, Defendants paid Plaintiff the underlying settlement funds ($40,294.01) via wire transfer to Plaintiff's counsel's office." (*Ibid*.)

Thus, defendant has met its burden of showing that it made full payment under the terms of the settlement on October 16, 2025. Under the terms of the settlement, plaintiff had 60 days from the date of full payment in which to file her motion for attorney's fees and costs, or defendant would have the right to pay $5,000 to fully satisfy her claim for attorney's fees and costs. In other words, plaintiff needed to file her motion by December 15, 2025 in order to preserve her right to seek fees and costs of more than $5,000. However, plaintiff did not file her motion for fees until December 19, 2025, which was four days after the 60-day deadline expired. Defendant paid plaintiff $5,000 to satisfy plaintiff's fees and costs on December 18, 2025. (Paeng decl., ¶ 8.) As a result, plaintiff waived her right to seek more than $5,000 in fees and costs.

In her opposition, plaintiff argues that the 60-day time limit is invalid and unenforceable because it would illegally limit her statutory right to recover the full amount of her reasonably incurred fees and costs under Civil Code section 1974, subdivision (d). Civil code section 1794(d) provides for recovery of attorney's fees and costs where the buyer of consumer goods is the prevailing party in an action for breach of warranty under the statute. There is no language in the statute limiting when the buyer must bring their motion for fees and costs.

However, plaintiff has not cited to any authority that holds that a plaintiff may not enter into a settlement agreement that limits her statutory right to bring a motion for attorney's fees and costs. Here, the parties agreed that plaintiff had to bring her motion for attorney's fees and costs within 60 days of when full payment of the settlement is made, or VW would have the right to pay her $5,000 to satisfy her claim for fees and costs. (Settlement Offer, p. 2, ¶ 2.) The evidence presented by defendant shows that plaintiff did not file her motion for fees within 60 days of the date when defendant paid the full settlement amount to her. Therefore, VW had the right to pay her $5,000 to satisfy in full her claim for attorney's fees and costs. Since VW has now paid her $5,000, she no longer has the right to seek any additional fees or costs.

While plaintiff argues that it would be contrary to public policy to enforce the 60-day time limit in the settlement, there is no public policy against enforcing the terms of the settlement to which the parties agreed in writing. In fact, public policy generally favors enforcement of written settlement agreements. (See e.g. Code Civ. Proc., § 664.6, providing procedure for moving to enforce written settlements.)

Plaintiff also argues that defendant has not met its burden of showing that the 60-day deadline was triggered, because it has not shown that it paid the amount of the settlement in full by paying off the lien, and that the lien holder closed the loan and issued a refund for any excess funds. However, defendant's attorney states in her declaration that, "On or about October 16, 2025, after completing the buyback and vehicle surrender process, Defendants paid Plaintiff the underlying settlement funds ($40,294.01) via wire transfer to Plaintiff's counsel's office." (*Ibid*.) Thus, defendant has provided sufficient evidence to establish that the settlement money was paid in full on October 16, 2025, and that the lien was paid off by that date. Notably, plaintiff has not provided any evidence that the lien was not paid off by October 16, 2025, or that the rest of the settlement money was not paid to plaintiff's counsel by that date. As a result, the defendant has met its burden of showing that the 60-day deadline started to run on October 16, 2025. Since plaintiff did not file her motion for fees until 64 days after the full payment was made, her motion was untimely and the court cannot grant it.

Plaintiff has also argued that the agreement is too vague and ambiguous to be enforceable, as it is unclear when the "full payment" will be deemed to have been "made" under the terms of the agreement, and thus it was impossible for plaintiff to know when the 60-day deadline started to run. Plaintiff again contends that, under the terms of the settlement, the settlement is not fully paid until the lienholder has been paid off, and that plaintiff has no way to know when the lien has been paid off and when the 60-day deadline has started to run.

The settlement offer states that, "Defendants . . . will pay Plaintiff the total sum of $60,910.19 in satisfaction of all claims for damages and interest against Defendants in this action, *less* the amount necessary for Defendants to payoff Plaintiff's outstanding lien

payoff (if any) and to purchase and take title to the 2021 Volkswagen Atlas that is the subject of this action…" (Settlement Offer, p. 2, ¶ 1, italics in original.) "No later than 60 days *after all payments have been made* pursuant to paragraph 5, below, Plaintiff will file a noticed motion pursuant to Cal. Civil Code § 1794(d) for payment of the aggregate amount of Plaintiff's costs and expenses – including Plaintiff's attorney's fees …" (*Id*. at p. 2, ¶ 2, italics added.)

"No later than 5 business days after transfer of possession of the Subject Vehicle to VWGoA or its designee and execution of all necessary transfer documents as set forth in paragraph 4, above, Defendants will send, via overnight delivery, the following: a) check(s) or wire transfer(s) to the lender – if applicable – the lien payoff amount for the Subject Vehicle (along with instructions to the lender that any overpayment is to be refunded directly to Plaintiff); *and*, b) check(s) or wire transfer(s) to Plaintiff and Plaintiff's counsel of record totaling the amount set forth in paragraph 1, above, minus any lien payoff amount sent to the lender as detailed in this paragraph…" (*Id*. at p. 3, ¶ 5, italics in original.)

Defense counsel states in her declaration that "after completing the buyback and vehicle surrender process", defendant paid plaintiff the underlying settlement funds of $40,294.01 via wire transfer to plaintiff's counsel's office on October 16, 2025. (Paeng decl., ¶ 6.) In other words, defendant paid off the lien and repurchased the subject car from plaintiff, and then paid her the full amount of the settlement, less the amount due on the lien, on October 16, 2025. The fact that only about $40,000 out of the total $60,000 settlement was paid to plaintiff on October 16, 2025 indicates that the lien was in fact paid off before the rest of the settlement money was paid to plaintiff. Plaintiff has not presented any evidence showing that the lien was not paid off or the vehicle was not repurchased before the payment was made to plaintiff's counsel on October 16, 2025.

Therefore, plaintiff's argument that the settlement offer's language regarding when the 60-day deadline started to run is too vague and ambiguous to be enforceable is without merit. The defendant paid the full amount due on the settlement to plaintiff's counsel, minus about $20,000 to pay off the lien on the car, on October 16, 2025, which started the 60-day period to file the motion for attorney's fees. There was nothing ambiguous or confusing about the settlement's language, as plaintiff's counsel was on notice that the time to file the fees motion started to run once they received the settlement payment, which was clearly reduced by the amount deducted to pay off the lien.

Plaintiff has also argued that defendant's settlement offer was made in bad faith, and that it is simply an attempt to strip plaintiff or her statutory right to bring a motion for her reasonably incurred attorney's fees. However, plaintiff has not pointed to any evidence that she was somehow the victim of deception, coercion, or other bad faith conduct by VW when she accepted the offer. In fact, plaintiff was represented by experienced counsel who specialize in lemon law cases at the time she entered into the settlement. Also, plaintiff's counsel has litigated over the same language in other section 998 offers that they accepted from VW in other cases. (See cases attached to Paeng decl. on reply, as well as *Rodriguez v. Volkswagen Group of America*, Riverside County Sup. Ct. case no. CVPS2300559, cited by plaintiff in her opposition. The court will take judicial notice of the cases as evidence that counsel is aware of the fees provision in VW's settlement offers, although they are not binding on this court.) Therefore, plaintiff and her attorneys cannot claim that they were somehow unaware of the time limit for

fees motions in the settlement offer, or that the offer was nothing more than a bad faith attempt to deceive them into waiving their right to fees. It appears that plaintiff's counsel is familiar with the time limit in VW's offers and its implications, and they advised plaintiff to accept the offer anyway. Therefore, the court will not find that the offer was unenforceable due to any bad faith conduct on the part of defendant.

Therefore, since plaintiff did not file her motion for attorney's fees and costs within 60 days of defendant's payment of the settlement, plaintiff no longer has the right to bring her motion for attorney's fees and costs above $5,000. As a result, the court intends to grant defendant's motion to enforce the settlement and order plaintiff to file a dismissal of the action with prejudice under the terms of the settlement.

The court also intends to deny plaintiff's motion for an award of her fees and costs, as plaintiff waived her right to bring a fees motion by failing to file her motion within 60 days of the settlement being fully paid.

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 4-15-26.
(Judge's initials) (Date)

(29)

Tentative Ruling

Re: ***In re: Auvrey Joy Ward & Brendon Nathan Ward***
Superior Court Case No. 26CECG00802

Hearing Date: April 16, 2026 (Dept. 403)

Motions (x2): Petitions to Compromise Minors' Claims

Tentative Ruling:

To grant both petitions. The court sets a status conference for Wednesday, July 15, 2026, in Department 403, for confirmation that the minors' funds have been invested as set forth in the petitions. If petitioner files a declaration or documentation, at least five court days before the status conference, showing that the funds have been invested as ordered, the status conference will come off calendar.

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 4-15-26.
(Judge's initials) (Date)