Tentative Rulings for April 16, 2026
Department 503

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.

24CECG04549 ***Christina Florez v. Saint Agnes Medical Center*** **is continued to Thursday, May 7, 2026, at 3:30 p.m. in Department 503.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 503

Begin at the next page

(35)

Tentative Ruling

Re: ***Kellogg v. Estate of Alvin B. Galpren et al.***
Superior Court Case No. 25CECG01853

Hearing Date: April 16, 2026 (Dept. 503)

Motion: By Plaintiff William Kellogg for Entry of Default Judgment

Tentative Ruling:

To continue to Thursday, May 28, 2026, 3:30 p.m. in Department 503.

Explanation:

Plaintiff William Kellogg, trustee of the William Tenzer Family Trust, as Amended, Dated March 31, 1976 ("Plaintiff") fails to submit the mandatory Judicial Council Form CIV-100, Request for Court Judgment. (Cal. Rules of Ct., rule 3.1800(a); *Holloway v. Quetel* (2015) 242 Cal.App.4th 1425, 1432.) This alone requires the denial of the application. In failing to file the mandatory Form CIV-100, Plaintiff further fails to submit a declaration of nonmilitary status for each defendant, despite the defendants being estates, against whom judgment is sought. (Cal. Rules of Ct., rule 3.1800(a)(5).) Federal law provides that no default judgment may be entered without evidence that a defendant is not in military service. (50 U.S.C., § 3931, subd. (b)(1).) However, the application otherwise appears sufficiently stated. Accordingly, the application for default judgment is continued to afford Plaintiff an opportunity to cure the defect. Hearing is required. (Code Civ. Proc., § 764.010.)

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: JS on 4/13/2026.
(Judge's initials) (Date)

(47)

Tentative Ruling

Re: ***Genesis Gutierrez Rodriguez v. Hyundai Motor America***
Superior Court Case No. 25CECG04794

Hearing Date: April 16, 2026 (Dept. 503)

Motion: Defendant Hyundai's Motion to Compel Arbitration and Stay the Proceedings

Tentative Ruling:

To grant the motion to compel arbitration and to stay the proceedings pending the arbitration of plaintiff's claims against defendant.

Explanation:

Plaintiff, Genesis Gutierrez Rodriguez ("Rodriguez" or "plaintiff") filed the Complaint on October 10, 2025 against defendant, Hyundai Motor America, Inc., ("Hyundai" or "defendant"). Plaintiff alleges that Hyundai is liable for: (1) "Breach of Express Warranty"; and (2) "Breach of Implied Warranty." (Collectively, "Plaintiff's Claims") (See Ali Ameripour's Declaration, Exhibit 1 – The Complaint.)

Hyundai filed this motion to compel arbitration on December 8, 2025, pursuant to the Federal Arbitration Act (9 U.S.C. section 1, et seq.), or under the California Arbitration Act. (Code Civ. Proc., § 1281.2, et seq.)

A trial court is required to grant a motion to compel arbitration "if it determines that an agreement to arbitrate the controversy exists." (Code Civ. Proc., § 1281.2.) However, there is "no public policy in favor of forcing arbitration of issues the parties have not agreed to arbitrate." (*Garlach v. Sports Club Co.* (2012) 209 Cal.App.4th 1497, 1505) "Thus, in ruling on a motion to compel arbitration, the court must first determine whether the parties actually agreed to arbitrate the dispute." (*Mendez v. Mid-Wilshire Health Care Center* (2013) 220 Cal.App.4th 534, 541.)

The party moving to compel arbitration bears the burden of proving by a preponderance of the evidence the existence of an arbitration agreement. (*Fleming v. Oliphant Financial, LLC* (2023) 88 Cal.App.5th 13, 18; *Lane v. Francis Capital Management LLC* (2014) 224 Cal.App.4th 676, 683.) After the moving party establishes the existence of an arbitration agreement between the parties, then the burden shifts to the opposing party to show that the agreement is otherwise unenforceable. (*Condee v. Longwood Management Corp.* (2001) 88 Cal.App.4th 215, 219.)

Hyundai seeks to have the Court compel arbitration of plaintiff's claims against it under the arbitration agreement contained in the 2022 Owner's Handbook & Warranty Information (the Warranty). (Ameripour Decl., Ex.2)

The Warranty contains the following arbitration provision under the section titled "**BINDING ARBITRATION FOR CALIFORNIA VEHICLES ONLY**", which provides:

> **PLEASE READ THIS SECTION IN ITS ENTIRETY AS IT AFFECTS YOUR RIGHTS THIS SECTION DOES NOT PRECLUDE YOU FROM FIRST PURSUING ALTERNATIVE DISPUTE RESOLUTION THROUGH BBB AUTO LINE AS DESCRIBED IN THE "ALTERNATIVE DISPUTE RESOLUTION" PROVISION IN SECTION 3 OF THIS HANDBOOK.**
>
> If you purchased or leased your Hyundai vehicle in the State of California, you and we, Hyundai Motor America, each agree that any claim or disputes between us (including between you and any of our affiliated companies) related to or arising out of your vehicle purchase, advertising for the vehicle, use of your vehicle, the performance of the vehicle, any service relating to the vehicle, the vehicle warranty, representations in the warranty, or the duties contemplated under the warranty, including without limitation claims related to false or misleading advertising, unfair competition, breach of contract or warranty, the failure to conform a vehicle to warranty, failure to repurchase or replace your vehicle, or claims for a refund or partial refund of your vehicle's purchase price (excluding personal injury claims), but excluding claims brought under the Magnuson-Moss Warranty Act, shall be resolved by binding arbitration at either your or our election, even if the claim is initially filed in a court of law. If either you or we elect to resolve our dispute via arbitration (as opposed to in a court of law), such binding arbitration shall be administered by and through JAMS Mediation, Arbitration and ADR Services (JAMS) under its Streamlined Arbitration Rules & Procedures, or the American Arbitration Association (AAA) under its Consumer Arbitration Rules.
>
> …
>
> Notwithstanding the above, either you or we may file a lawsuit in small claims court for any claims that otherwise require binding arbitration, if the small claims court has jurisdiction. In addition, either you or we may invoke any JAMS Streamlined Arbitration Rules & Procedures or AAA Consumer Arbitration Rules that allow you or we to have a small claims court decide any claims that otherwise require binding arbitration. This agreement evidences a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any award in arbitration may be entered in any court having jurisdiction.
>
> IF YOU PURCHASED OR LEASED YOUR VEHICLE IN CALIFORNIA, YOUR WARRANTY IS MADE SUBJECT TO THE TERMS OF THIS

> BINDING ARBITRATION PROVISION. BY USING THE VEHICLE, OR REQUESTING OR ACCEPTING BENEFITS UNDER THIS WARRANTY, INCLUDING HAVING ANY REPAIRS PERFORMED UNDER WARRANTY, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE CONTACT US AT OPT-OUT@HMAUSA.COM WITHIN THIRTY (30) DAYS OF YOUR PURCHASE OR LEASE TO OPT-OUT OF THIS ARBITRATION PROVISION.

(Ameripour Decl., Ex. 2, pgs. 14-16.)

Rodriguez argues that the arbitration provision in the Warranty is unenforceable because Rodriguez did not sign anything in the warranty booklet, considering that there is nowhere in the warranty booklet for Rodriguez to sign and agree to an arbitration agreement. (Christopher Joo Hyung Im Decl., ¶ 2.)

However, the fact Rodriguez did not sign the Warranty which includes the arbitration agreement does not preclude Hyundai's enforcement of it. Under the doctrine of equitable estoppel a party, such as plaintiff, may not claim that the lack of his signature on a written contract precludes enforcement of the contract's arbitration provision when he has consistently maintained that other provisions in the same contract should be enforced to benefit him. (*Boucher v. Alliance Title Co., Inc.* (2005) 127 Cal.App.4th 262, 269.) "[A] party is not entitled to make use of [a contract containing an arbitration clause] as long as it worked to [his or] her advantage, then attempt to avoid its application in defining the forum in which [his or] her dispute… should be resolved." (*Felisilda v. FCA US LLC* (2020) 53 Cal.App.5th 486, 496. disagreed with on other grounds in Ford Motor Warranty Cases (2025) 17 Cal.5th 1122.) Rodriguez's Complaint not only presumes the existence of the Warranty, but in fact necessarily relies on its existence in order to maintain the cause of actions alleged under the Song-Beverly Consumer Warranty Act ("Song-Beverly), as there would be no claims under Song-Beverly but for the existence of the Warranty provided to Plaintiff by Hyundai. (Ameripour Decl., Exhibit 1, ¶¶ 8-9, 25-33.)

Rodriguez also argues that Hyundai cannot rely on Equitable Estoppel to Compel Arbitration as Hyundai is not a Signatory. (Rodriguez's Opposition, pgs. 6-7.) However, since Rodriguez purchased the Vehicle in California, and is bringing this action pursuant to the Warranty, the Court finds that the arbitration agreement in the Warranty applies and Hyundai has standing to enforce it. (*Boucher, supra,* (2005) 127 Cal.App.4th at 269.)

Furthermore, *Ford Motor Warranty Cases* (2025) 17 Cal.5th 1122, 1133 is distinguishable where in this case, Rodriguez's complaint seeks benefit and enforcement of the Warranty/agreement, while the claims in *Ford Motor Warranty* did not seek to enforce any contractual provision, but arose from statutory scheme separate and apart from and were not intertwined with the contracts.

Accordingly, the Court determines that Hyundai has met its burden of proving the existence of a valid arbitration agreement in the Warranty which covers the subject of this lawsuit.

Rodriguez further argues that the arbitration agreement contained in the Warranty is unconscionable and, therefore, unenforceable.

Unconscionability consists of procedural and substantive elements, both of which must be present. (*Armendariz v. Foundation Health Psychcare Services, Inc*. (2000) 24 Cal.4th 83, 114 (*Armendariz*).) However, both elements do not need to be present to the same degree – the more substantively unconscionable the contract term the less procedural unconscionability must be shown and vice versa. (*Ibid*.) Procedural unconscionability tests the circumstances of contract negotiation and formation and focuses on "oppression" or "surprise" due to unequal bargaining power. (*Ibid*.) Where the party seeking to invalidate a contract does not provide a showing of both procedural and substantive unconscionability, the doctrine of unconscionability cannot be invoked. (*Ibid*.)

Rodriguez argues the Warranty's arbitration clause is procedurally unconscionable because "Plaintiff did not sign an agreement to arbitrate in the warranty booklet. Thus, there was no room to negotiate, and there was no opportunity to discuss terms as all bargaining is done on the basis of price." (Plaintiff's Opposition Papers, pg. 4, lns. 1-4.)

The Court notes that the arbitration provision is prominently displayed in bold lettering in the first section of the "Hyundai Warranty Information". (Ameripour Decl., Ex. 2, pgs. 12-14.) Rodriguez's claim that he was not provided notice of the arbitration agreement fails. In the Complaint, Rodriguez alleges facts indicating he entered the Warranty contract when he purchased the vehicle and sought to enforce the terms of such Warranty. (Ameripour Decl., Exhibit 1, ¶¶ 8-9, 25-33.) Furthermore, Rodriguez was expressly provided an opt-out option for the arbitration provision, and it was not incumbent on Hyundai to ensure that provision existed – plaintiff could have easily read the warranty. (*Sanchez v. Valencia Holding Co., LLC* (2015) 61 Cal.4th 899, 914.)

Based on the foregoing, Rodriguez has failed to establish that the arbitration provision is procedurally unconscionable.

Rodriguez also argues that the Warranty provisions are substantively unconscionable. "Substantive unconscionability arises when a contract imposes unduly harsh, oppressive, or one-sided terms." (*Ajamian v. CantorCO2e, L.P*. 203 (2012) Cal.App.4th 771, 797 citing *Armendariz*.) Rodriguez claims that "simply putting a warning does not detract from the hidden nature of the provision." (Plaintiff's Opposition Papers, pg. 5, ln. 8.) Rodriguez further argues that the arbitration clause "seeks to deprive Plaintiff of his fundamental and constitutional right to a jury trial." (Plaintiff's Opposition Papers, pg. 4, lns. 23-24.)

However, as discussed above, Rodriguez was expressly provided an opt-out option for the arbitration provision. (Ameripour Decl., Ex. 2, pgs. 12-14.) Rodriguez could have chosen to *opt-out*. The fact that Rodriguez may not have looked through and/or read the documents he received, including the Warranty which contains a 30 day opt-out provision, provided to him upon the purchase of the vehicle does not mean that he is not bound by same. Accordingly, Rodriguez has not met his burden of establishing that the arbitration provision is overly harsh or one sided.

Accordingly, Hyundai's motion to compel arbitration is granted, and this action is stayed pending the resolution of the arbitration. (Code of Civ. Proc., §1281.4.)

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: JS on 4/13/2026.
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***Breazeale v. Miller-Phelan, Inc., et al.***
Superior Court Case No. 24CECG01093

Hearing Date: April 16, 2026 (Dept. 503)

Motion: by Plaintiffs to Compel Further Responses to Requests for Production, Set Two

Tentative Ruling:

To order the matter off calendar for Plaintiffs' failure to comply with Fresno Superior Court Local Rules, Rule 2.1.17.

Explanation:

The Superior Court of Fresno County, Local Rules, rule 2.1.17 requires a party to request a pretrial discovery conference and obtain the court's permission prior to filing a motion under Code of Civil Procedure, sections 2016.010 through 2036.050, unless the motion is to compel an initial response, a deposition of a party or subpoenaed person who has not timely served an objection, compliance with initial disclosures, or to quash or compel compliance with a subpoena served on a nonparty. (Super. Ct. Fresno County, Local Rules, rule 2.1.17(A).)

In the present case, plaintiffs move to compel defendant Harley Davidson Motor Company's further responses to requests for production pursuant to Code of Civil Procedure section 2031.310. The motion does not fall within one of the exceptions to this court's local rule. Accordingly, plaintiffs were required by the local rule to request a pretrial discovery conference and receive an order granting permission to move forward with this motion to compel compliance.

Here, plaintiffs sought a Pretrial Discovery Conference on September 15, 2025 letter regarding the adequacy of defendant's responses to Request for Production of Document, Set Two, request nos. 28, 29, 30(j), 30(k), 30(m), 30(n), 30(o), 30(p), and 34-44.. On September 23, 2025, the court issued its order denying the request due to inadequate meet and confer efforts and calculated the time to file a motion was tolled 8 days. Meet and confer efforts between the parties continued and plaintiffs now seek to compel a further response to the Third Supplemental Response to request nos. 30(o) and 30(p) served November 24, 2025. However, no Pretrial Discovery Request has been submitted with respect to the responses at issue.

Accordingly, the motion will not be heard, and is ordered 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: JS on 4/14/2026.
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***City of Fresno v. County of Fresno, et al.***
Superior Court Case No. 24CECG01199

Hearing Date: April 16, 2026 (Dept. 503)

Motion: by Respondent for an Order Requiring Petitioner to Pay Costs Incurred in Preparing the Administrative Record

Tentative Ruling:

To grant. Petitioner City of Fresno is ordered to pay Respondent County of Fresno $35,490.54 in costs incurred to prepare the record of proceedings within 15 days of the clerk's service of the minute order. (Code Civ. Proc. §1094.5, subd. (a); Pub. Resources Code, §21167.6, subd. (b)(1)(A).) Respondent is under no obligation to serve the certified record to Petitioner until payment is received.

Explanation:

Respondents County of Fresno and Board of Supervisors of County of Fresno ("County") move for an order requiring Petitioner City of Fresno ("City") to pay $35,490.54 in costs the County incurred to prepare the record of proceeding for petitioner's petition for writ of mandate.

Code of Civil Procedure section 1094.5 regarding review of administrative orders provides in pertinent part, "[e]xcept where otherwise prescribed by statute, the cost of preparing the record shall be borne by the petitioner." (Code Civ. Proc., § 1094.5, subd. (a).)

California Public Resources Code section 21167.6 sets out the procedure of preparation of the record of proceedings in CEQA matters and states, "[t]he parties shall pay any reasonable costs or fees imposed for the preparation of the record of proceedings in conformance with any law or rule of court." (Pub. Resources Code, § 21167.6, subd. (b)(1)(A).) However, under this statute a petitioner may elect to prepare the record subject to certification of its accuracy by the public agency and should the agency deny petitioner's request, "the public agency or the real party in interest shall bear the costs of preparation and certification of the record of proceedings … ." (*Id*., § 21167.6, subds. (b)(2) and (b)(3).)

In the case at bench, the City requested the County prepare the record and the County submitted an invoice to the City in the amount of $35,490.54 pursuant to Public Resources Code section 21167.6(b)(1)(A). (Owsowitz Decl., ¶¶ 2, 10, Ex. 1, 7.) The City has not paid for the preparation of the record and the County has not provided a copy of the record to the City. (*Id*., ¶¶ 14-15.) Meet and confer efforts to resolve the issue of payment have been unsuccessful.

The City argues the County must bear the cost of preparing the record pursuant to its denial of petitioner Central Valley Partnership's election to prepare the record regarding the same February 20, 2024 General Plan update at issue in the City's petition pursuant to Public Resources Code section 21167.6, subdivision (b)(3). The City submits evidence that the two challenges to the General Plan update were filed as separate actions but characterizes them as "parallel petitions" requiring the preparation of largely identical administrative records. (Jarvis Decl., ¶¶ 2, 4.) The City provides no authority for its position that because the County is required to bear the cost of the preparation of the record pursuant to subdivision (b)(3) in a separately filed action it must also bear the cost in a another action requiring the preparation of the administrative record of the same challenged decision.

There is no suggestion within the language of subdivision (b)(3) or within Public Resources Code section 21167.6 generally that related cases requiring preparation of the same or similar administrative records will have any bearing on what party will bear the cost of preparation. The court declines to find there is any implication that another petitioner's election to prepare the record pursuant to subdivision (b)(2) and a the agency's denial of the request pursuant to subdivision (b)(3) can be invoked by a petitioner in a separately filed action against the same public agency challenging the same decision to force the agency to bear the cost in both actions.

The City elected to have the County prepare the administrative record pursuant to Public Resources Code section 21167.6, subdivision (b)(1)(A). (Jarvis Decl., ¶ 3, Ex. 1.) As such, the City "shall pay any reasonable costs or fees imposed for the preparation of the record of proceedings" consistent with Code of Civil Procedure section 1094.5, subdivision (a).

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: JS on 4/14/2026.
(Judge's initials) (Date)

(46)

Tentative Ruling

Re: ***Miguel Figueroa v. RCJG Company LP***
Superior Court Case No. 23CECG03465

Hearing Date: April 16, 2026 (Dept. 503)

Motion: by Defendant RCJG Company LP to Bifurcate

Tentative Ruling:

To deny, without prejudice.

Explanation:

The court intends to deny the motion to bifurcate, as it was brought untimely.

All moving and supporting papers shall be served and filed at least 16 court days before the hearing on the motion. (Code Civ. Proc., § 1005 subd. (b).) When the moving papers are served by electronic means, the time is extended by two court days. (Code Civ. Proc., § 1010.6, subd. (a)(3)(B).) Defendant RCJG Company LP did not file and serve its motion to bifurcate within the statutory timeframe.

Further, where a bifurcation of issues is sought on a noticed motion under Code of Civil Procedure section 598, the court shall make such an order no later than 30 days before the trial date. (Code Civ. Proc., § 598.) In the Notice of Motion, defendant identifies section 598 as the basis for this motion. The trial date set in this matter is less than two weeks away. Thus, the court is unable to make such an order within the statutory timeframe.

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: JS on 4/14/2026.
(Judge's initials) (Date)