

Tentative Rulings for April 22, 2026
Department 501

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.

25CECG03580 *Shanna Hagen v. Save Mart Supermarkets LLC* is continued to Tuesday, May 5, 2026, at 3:30 p.m. in Department 501.

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 501

Begin at the next page

(35)

Tentative Ruling

Re: ***In re Kordoria McKinzie Herring***
Superior Court Case No. 26CECG00570

Hearing Date: April 22, 2026 (Dept. 501)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To grant. The proposed Order has been or will be signed. No appearances necessary.

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: DTT **on** 4/20/2026.
(Judge's initials) (Date)

(47)

Tentative Ruling

Re: **Leticia Escobar Barajas vs. JDB Properties Inc.**
Superior Court Case No. 25CECG03589

Hearing Date: April 22, 2026 (Dept. 501)

Motion: by Defendant JDB Properties, Inc., to Compel Arbitration and Stay the Proceedings

Tentative Ruling:

The motion of defendant JDB Properties, Inc., to compel arbitration of all of plaintiff Leticia Escobar Barajas's individual claims, including her individual Private Attorney General Act ("PAGA") claims; dismissing plaintiff Leticia Escobar Barajas' class action claims; and staying plaintiff Leticia Escobar Barajas' non-individual (representative) PAGA claims pending completion of arbitration, is granted. The court hereby stays the entire action pending resolution of the arbitration proceeding.

Explanation:

On July 31, 2025, plaintiff Leticia Escobar Barajas ("Barajas" or "plaintiff") filed a class action lawsuit containing eight distinct causes of action alleging various wage and hour violations on a class wide basis. The same day, Barajas filed her individual lawsuit. On October 16, 2025, following the expiration of the mandatory 65-day waiting period under PAGA, Barajas filed an Amended Complaint wherein she alleged an additional cause of action seeking civil penalties under PAGA on an individual and representative basis.

Defendant JDB Properties, Inc. ("JDB" or "defendant") filed this motion to compel arbitration on December 17, 2025, pursuant to the Federal Arbitration Act (9 U.S.C. section 1, et seq.), and under the California Arbitration Act (Code Civ. Proc., § 1281.2, et seq.).

Evidentiary Objections

Barajas objects to Yulitza Salinas declaration in characterizing Barajas's signing of the Arbitration Agreement as "voluntarily." The court sustains the objection, and strikes the term "voluntarily." The court will not consider the term "voluntarily."

JDB objects to Barajas's declaration in its entirety and whether Barajas's declaration was provided by her. California Rules of Court, rule 3.1110(g), provides that "[e]xhibits written in a foreign language must be accompanied by an English translation, certified under oath by a qualified interpreter." Barajas' declaration was not accompanied by a certification from a qualified interpreter. However, it should be pointed out that plaintiff's opposition fails even if Barajas' declaration is considered in full.

Legal Standard

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.)

Existence of an Agreement to Arbitrate

JDB argues that this action is subject to an arbitration agreement. Barajas began working for JDB during May 2023. When Barajas started working for JDB, she used the name “Letty Castrejon Avila.” As part of the onboarding process, JDB provided Barajas with an employee handbook and an agreement to arbitrate. (Yulitza Salinas Decl., ¶¶ 3-4.) JDB followed its standard protocol and gave Barajas both the arbitration agreement and the opt out form and explained (1) the terms of the arbitration agreement; (2) that signing the arbitration agreement was entirely voluntarily; (3) that she could sign either the arbitration agreement or the opt out form; and (4) that she had 30 days to complete the form of her choice. (Salinas Decl., ¶ 5.) Barajas signed the first arbitration agreement. (Salinas Decl., ¶ 6, Ex. 1.)

In December 2024, Barajas notified JDB that she had received legal status and her name had changed. (Salinas Decl. ¶ 7.) Following its protocol, JDB’s Manager of Human Resources (Salinas) met with Barajas and presented her with a new employee handbook to sign and offered her a new arbitration agreement. (Salinas Decl., ¶ 8.) The same procedure above was repeated, and Barajas signed the new arbitration agreement. (Salinas Decl., ¶9, Ex. 2.) That agreement (“Arbitration Agreement”) is the subject of this motion.

Because JDB has adequately established the existence of an arbitration agreement that is governed by the FAA and California law, the burden now shifts to Barajas to establish any defenses to the enforcement of this provision. In opposition, Barajas argues that arbitration should be denied based on lack of mutual assent. Barajas further argues that the Arbitration Agreement is both substantively and procedurally unconscionable.

Mutual Assent

If the party opposing the motion raises a defense to enforcement - either fraud in the execution voiding the agreement - or a statutory defense of waiver or revocation (see Code of Civ. Proc., § 1281.2, subds. (a), (b)) - that party bears the burden of producing evidence of, and proving by a preponderance of the evidence, any fact necessary to the defense" (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal. 4th 394, 413 (*Rosenthal*)).

"Mutual assent is determined under an objective standard applied to the outward manifestations or expressions of the parties, i.e., the reasonable meaning of their words and acts, and not their unexpressed intentions or understandings. [Citation.]" (*Alexander v. Codemasters Group Limited* (2002) 104 Cal.App.4th 129, 141, disapproved on other grounds in *Reid v. Google, Inc.* (2010) 50 Cal.4th 512, 524.)

Barajas argues she did not understand the agreement because her primary language is Spanish and that she has a limited understanding of English. (Barajas Decl., ¶12.) Barajas also provides that the documents were never explained to her by JDB, that signing the Arbitration Agreement was optional, and that a Spanish language translation was not provided, or that she could ask for one. (Barajas Decl., ¶¶ 3-9.)

However, the reasons Barajas provides are not a defense to enforcement of a contract. "[O]ne who accepts or signs an instrument, which on its face is a contract, is deemed to assent to all its terms, and cannot escape liability on the ground that he has not read it. If he cannot read, he should have it read or explained to him." (*Randas v. YMCA of Metropolitan Los Angeles* (1993) 17 Cal.App.4th 158, 163.) "Generally, a party may not avoid enforcement of an arbitration provision because the party has limited proficiency in the English language. If a party does not speak or understand English sufficiently to comprehend a contract in English, it is incumbent upon the party to have it read or explained to him or her." (*Caballero v. Premier Care Simi Valley LLC* (2021) 69 Cal.App.5th 512, 518–519.)

Furthermore, Barajas did not seek counsel of an attorney to explain what she had signed. (Barajas Decl., ¶10.) Nor does Barajas' declaration indicate that she asked JDB to translate any of the documents she signed.

Accordingly, Barajas has not proven that a valid agreement does not exist due to lack of mutual assent.

Unconscionability

"[P]rocedural and substantive unconscionability must both be present in order for a court to exercise its discretion to refuse to enforce a contract or clause under the doctrine of unconscionability." (*Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 102.) Courts invoke a sliding scale which disregards the regularity of the procedural process of the contract formation, that creates the terms, in proportion to the greater harshness or unreasonableness of the substantive terms themselves, i.e.,

the more substantively oppressive the contract term, the less evidence of procedural unconscionability is required to conclude that the term is unenforceable, and vice versa. (*Id.*, at pg. 114.) Plaintiff bears the burden of proving that the provision at issue is both procedurally and substantively unconscionable.

Procedural Unconscionability

"The procedural element addresses the circumstances of contract negotiation and formation, focusing on oppression or surprise due to unequal bargaining power." (*Alvarez v. Altamed Health Servs. Corp.* (2021) 60 Cal.App.5th 572 589, as modified (Mar. 4, 2021).)

Barajas claims oppression or surprise because the Arbitration Agreement was adhesive, she was deprived of meaningful choice, was not informed it could be rejected, was only given thirty days to opt out before it was deemed accepted, and was neither given a Spanish language version, nor did anyone explain the agreement to her. (Barajas Opposition Papers, pgs. 6-7, Ins. ,7-28, 1-16):

"Arbitration contracts imposed as a condition of employment are typically adhesive...The pertinent question, then, is whether circumstances of the contract's formation created such oppression or surprise that closer scrutiny of its overall fairness is required." (*Alvarez, supra*, 60 Cal.App.5th at 590 quoting *OTO, L.L.C. v. Kho* (2019) 8 Cal.5th 111, 126-27.) "The circumstances relevant to establishing oppression include, but are not limited to (1) the amount of time the party is given to consider the proposed contract; (2) the amount and type of pressure exerted on the party to sign the proposed contract; (3) the length of the proposed contract and the length and complexity of the challenged provision; (4) the education and experience of the party; and (5) whether the party's review of the proposed contract was aided by an attorney." (*Ibid.*)

With respect to Barajas' circumstances, agreeing to the Arbitration Agreement was not mandatory condition of employment. (*Salinas Decl.*, Exh. 2 at ¶ 8.) Barajas' claim that thirty days was too short a period of time for that meaningful choice to occur, is irreconcilable with *Alvarez, supra*, 60 Cal.App.5th at p. 578, where the Court of Appeal did not find a day to review the agreement as oppressive or adhesive. The *Alvarez* Court of Appeal also held that the absence of a Spanish translation "does not contribute to the agreement's procedural unconscionability." (*Id.* at 589.)

Based on the foregoing, Barajas has failed to establish that the Arbitration Agreement is procedurally unconscionable.

Substantive Unconscionability

Substantive unconscionability focuses on overly harsh or one-sided results. (*Armendariz, supra*, 24 Cal. 4th at 114.) Barajas offers two contract provisions she believes are unconscionable: waiver of PAGA and "harassment" claims. Each of these provisions are analyzed in turn.

*Barajas Fails to Show that the Arbitration Agreement Contains a Wholesale
PAGA Waiver*

Barajas asserts the Arbitration Agreement contains a wholesale waiver of the right to bring a PAGA action. The Arbitration Agreement provides a PAGA specific clause under paragraph 5(c), which reads as follows:

(c) There will be no right or authority for any dispute to be brought, heard or arbitrated as a private attorney general action ("Private Attorney General Waiver"). The Private Attorney General Waiver does not apply to any claim you bring in arbitration as a private attorney general solely on your own behalf and not on behalf of or regarding others. The Private Attorney General Waiver shall be severable from this Agreement in any case in which there is a final judicial determination that the Private Attorney General Waiver is unenforceable. In such instances and where the claim is brought as a private attorney general, such private attorney general claims must be litigated in a civil court of competent jurisdiction.

(Salinas Decl., ¶19, Ex. 2 at Paragraph 5(c).)

Paragraph 5(c) does not strip Barajas of PAGA standing. It waives the right to bring a dispute "as a private attorney general action," but then expressly carves out individual PAGA claims brought "solely on your own behalf and not on behalf of or regarding others." It further provides that if a court determines the waiver is unenforceable, representative PAGA claims "must be litigated in a civil court of competent jurisdiction."

In *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639 (*Viking*), the United States Supreme Court held that "the FAA preempts the rule of [*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348] insofar as it precludes division of PAGA actions into individual and non-individual claims through an agreement to arbitrate." (*Id.* at p. 662.) In *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104, the California Supreme Court confirmed that *Viking River* allowed PAGA claims to be split into individual and non-individual claims. (*Id.* at p. 1118.) In other words, PAGA claims are composed of "violations sustained by the plaintiff employee (what *Viking River* called individual claims" and "claims on behalf of other employees (i.e., non-individual claims)." (*Ibid.*)

The express terms of Paragraph 5(c) of the Arbitration Agreement and case law support the finding that the Arbitration Agreement only applies to representative PAGA claims and is not a wholesale invalid PAGA waiver. Therefore, the Arbitration Agreement is valid and the Barajas' individual PAGA claims can be compelled to arbitration. Accordingly, Barajas has failed to prove that the PAGA provisions of the Arbitration Agreement are substantively unconscionable.

The Agreement is not Unconscionable for Failing to Exclude Sexual Harassment

Barajas cites *Samaniego v. Empire Today LLC* (2012) 205 Cal.App.4th 1139, 1147 (*Samaniego*), and argues that the Arbitration Agreement is substantively unconscionable because it covers sexual harassment and sexual assault claims in contravention of the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (EFAA) of 2021 (9 U.S.C. §§ 401-402).

Barajas points to the following language in the Arbitration Agreement (Barajas Opposition Papers, pg. 5, Ins. 7-9):

The Agreement also applies, without limitation, to disputes arising out of or relating to the employment relationship, trade secrets, unfair competition, compensation, breaks and rest periods, termination, or harassment ...

(Salinas Decl.; ¶9; Ex. 2, Paragraph 1.)

Section 402, subdivision (a) of the EFAA provides:

(a) In General.—

Notwithstanding any other provision of this title, **at the election of the person alleging conduct constituting a sexual harassment dispute or sexual assault dispute**, or the named representative of a class or in a collective action alleging such conduct, no predispute arbitration agreement or predispute joint-action waiver shall be valid or enforceable with respect to a case which is filed under Federal, Tribal, or State law and relates to the sexual assault dispute or the sexual harassment dispute.

(Emphasis added.)

First, the EFAA renders arbitration agreements unenforceable "at the election of the person alleging" sexual assault or harassment with respect to those specific claims. (9 U.S.C. § 402(a).) It is an election statute, not a prohibition – it allows a proponent of a covered claim to escape an arbitration provision; it does not prohibit such arbitration provisions. It does not make arbitration agreements covering such claims illegal.

Second, the current matter is distinguishable from *Samaniego*. In *Samaniego*, *supra*, workers sued a carpet installation company under the California Labor Code for allegedly misclassifying them as independent contractors. Plaintiffs were required to sign a contract when initially hired, and later were required to sign another form contract in order to continue working for defendant. The second agreement included a choice-of-law provision and arbitration provision that defendants moved to enforce after the lawsuit was filed. Plaintiffs opposed arguing that the provisions were unenforceable. The trial court agreed and denied the motion. The Court of Appeal affirmed.

The Court of Appeal found the arbitration agreement was substantively unconscionable because it shortened the three or four-year limitations period to six months. (*Samaniego, supra*, (2012) 205 Cal.App.4th at 1143.) This functioned as an unacceptable "vehicle for the waiver of statutory rights." *Id.* Additionally, the court found unconscionable that "the [a]greement exempts from the arbitration requirement claims typically brought by employers—namely, those seeking declaratory and preliminary injunctive relief to protect [defendant's] proprietary information and non-competition/non-solicitation provisions—while restricting to arbitration any and all claims plaintiffs might bring." *Id.* The agreement also required plaintiffs to pay any attorneys' fees incurred by the employer, without any reciprocal obligations. *Id.*

In *Samaniego*, it was this combination of one-sided terms, not any single provision in isolation, that led the court to affirm "strong indicia of substantive unconscionability." (*Samaniego, supra*, (2012) 205 Cal.App.4th at 1147.) Accordingly, Barajas has failed to prove that the "Harassment" provisions of the Arbitration Agreement are substantively unconscionable. Barajas' situation is different than *Samaniego* as these numerous one-sided provisions do not exist with Barajas, where she was afforded an opt-out provision, and signing the arbitration agreement was not a condition of employment.

Accordingly, JDB's motion to compel arbitration of all of Barajas' individual claims, including her individual Private Attorney General Act ("PAGA") claims; dismissing Barajas' class action claims; and staying Barajas' non-individual (representative) PAGA claims pending completion of arbitration, is granted. The Court hereby stays the entire action pending resolution of the arbitration proceeding.

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: DTT on 4/20/2026.
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***First-Citizens Bank & Trust Company v. Saadeldin, et al.***
Superior Court Case No. 24CECG03478

Hearing Date: April 22, 2026 (Dept. 501)

Motion: by Plaintiff for Summary Judgment

Tentative Ruling:

To grant. (Code Civ. Proc., §437c, subd. (c).) Plaintiff shall submit to this court, within five days of service of the minute order, a proposed judgment consistent with the court's summary judgment order.

Explanation:

This is an action for breach of loan and credit card agreements and personal guarantee. Plaintiff First Citizens Bank & Trust Company alleges that defendants Platinum Auto Group Partners, Inc., and Prestige Investment Capital, LLC, each entered into separate contracts for lines of credit and credit cards with corresponding commercial guarantees executed by defendant Mohammad Saadeldin, and defendants breached the agreements by failing to make the required payments. Plaintiff additionally alleges causes of action for common counts and unjust enrichment from defendants' failure to repay the amounts paid by plaintiff under the agreements.

A party moving for summary judgment bears the initial burden of production to make a prima facie showing that no triable issue of material fact exists. Only when the initial burden of production is met, does the burden shift to the responding party to demonstrate the existence of a triable issue of material fact. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850-51; see also *Reeves v. Safeway Stores, Inc.* (2004) 121 Cal.App.4th 95, 107.)

A plaintiff moving for summary judgment or adjudication of a cause of action must "prove[] each element of the cause of action entitling the party to judgment on that cause of action." (*Paramount Petroleum Corp. v. Superior Court* (2014) 227 Cal.App.4th 226, 241; Code Civ. Proc., § 437c, subd. (p)(1).) This includes proving up damages when damages are an element of the cause of action.

"A cause of action for breach of contract requires proof of the following elements: (1) existence of the contract; (2) plaintiff's performance or excuse for nonperformance; (3) defendant's breach; and (4) damages to plaintiff as a result of the breach." (*CDF Firefighters v. Maldonado* (2008) 158 Cal.App.4th 1226, 1239.)

Essential elements of any common count include: (1) that defendant is indebted to plaintiff in a certain sum; (4) for some consideration from plaintiff (contract must be executed on plaintiff's side); and (3) defendant's indebtedness to plaintiff. (*Farmers Ins. Exchange v. Zerin* (1997) 53 Cal.App.4th 445, 460.) The complaint does not specify which

common count plaintiff is alleging, however the allegations are consistent with that of a common count for money lent. The common count for money lent or paid alleges the indebtedness "for money lent by plaintiff to defendant," or "money paid" or "expended" to or for the defendant. (*Pleasant v. Samuels* (1896) 114 Cal. 34, 36.)

"The elements of an unjust enrichment claim are the 'receipt of a benefit and [the] unjust retention of the benefit at the expense of another.'" (*Peterson v. Cellco Partnership* (2008) 164 Cal.App.4th 1583, 1593, quoting *Lectrodryer v. Seoul Bank* (2000) 77 Cal.App.4th 723, 726.)

Plaintiff has provided evidence that on May 20, 2022, defendant Platinum Auto Group Partners, Inc., applied and was approved for a business loan as well as a credit card issued by plaintiff First-Citizens Bank & Trust Company. Defendant was given the agreed upon loan amount and used the credit card, but has failed to make payments pursuant to the Business Loan Agreement and Credit card statements. Defendant failed to make a payment on the account on April 20, 2023, and has failed to make all payments since. Defendant failed to make payments on the credit card following an October 7, 2022, payment that did not post due to insufficient funds. The loan balance remains due and owing in the amount of \$169,151.37, including interest and late charges consistent with the terms of the agreement. The credit card balance remains due and owing in the amount of \$39,199.37. Defendant Saadeldin executed a Commercial Guaranty for both the Business Loan Agreement and credit card agreement personally guarantying payment. (See Frazier Decl. ¶¶ 2-17, Exhs. A-G.)

Plaintiff has provided evidence that on June 10, 2022, defendant Prestige Investment Capital, LLC, applied and was approved for a business loan as well as a credit card issued by plaintiff First-Citizens Bank & Trust Company. Defendant was given the agreed upon loan amount and used the credit card, but has failed to make payments pursuant to the Business Loan Agreement and credit card statements. Defendant failed to make a payment on the account on April 20, 2023 and has failed to make all payments since. Defendant failed to make payments on the credit card following an October 7, 2022 payment that did not post due to insufficient funds. The loan balance remains due and owing in the amount of \$156,938.44, including interest and late charges consistent with the terms of the agreement. The credit card balance remains due and owing in the amount of \$4,929.99. Defendant Saadeldin executed a Commercial Guaranty for both the Business Loan Agreement and credit card agreement personally guarantying payment. (See Frazier Decl. ¶¶ 18-32, Exhs. H-N.)

Plaintiff meets its burden as the moving party to show that defendants have breached the agreements to pay for the business loans, credit cards, and the guaranty of payment thereof and that defendants are liable on this debt on the basis of a common count of money lent. Additionally, plaintiff has met its burden to show defendants obtained the benefit of the funds provided by plaintiff pursuant to the loan and credit agreements at the expense of plaintiff in their failure to repay the funds due and owing. The burden shifts to defendants to produce evidence raising triable issues of fact.

Defendants have not filed any response or opposition to this motion. As defendants have failed to raise a triable issue of fact, the motion must be granted. Accordingly, summary judgment in plaintiff's favor is granted as against all defendants.

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: DTT on 4/20/2026.
(Judge's initials) (Date)