Tentative Rulings for July 7, 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.***

24CECG02899 ***Javier Tiscareno v. Volkswagen Group of America, Inc.*** **(Dept. 403)**

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

24CECG01987 ***Amrik Singh v. Mercedes-Benz USA, LLC*** **is continued to Tuesday, August 18, 2026, at 3:30 p.m. in Department 403.**

24CECG05570 ***Thomas Inglemon v. Onpoint Logistics, LLC*** **is continued to Wednesday, August 19, 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

(37)

Tentative Ruling

Re: ***Trevino v. Martinez***
Superior Court Case No. 23CECG05148

Hearing Date: July 7, 2026 (Dept. 403)

Motion: By Referee to Confirm Sale of Real Property

Tentative Ruling:

To continue the matter to Thursday, August 13, 2026 at 3:30 p.m. in Department 403. The referee is to file and serve notice of the hearing and any accompanying papers no later than July 30, 2026.

Explanation:

Code of Civil Procedure section 873.720 provides for a referee to confirm sale of real property. Such requires at least 10 days' notice to the purchaser and all other parties who have appeared in the action. (Code Civ. Proc., § 873.720, subd. (b).) Here, there is no indication that the referee provided notice of this hearing to the purchaser. The matter is continued and the referee is to provide notice to plaintiff and the purchaser of the continued hearing date. Additionally, the court is requesting a declaration from the referee addressing the decrease in the sales price from the February 19, 2026 Notice of Sale to the May 14, 2026 Notice of Sale.

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: <u>**SMC**</u> **on** <u>**July 2, 2026**</u> .
(Judge's initials) (Date)

(03)

Tentative Ruling

Re: ***Wheeler v. Spane***
Case No. 25CECG02378

Hearing Date: July 7, 2026 (Dept. 403)

Motion: Plaintiffs' Motion to Compel Further Discovery Responses from Defendant Sara Ann Spane and Request for Monetary Sanctions

Tentative Ruling:

To deny plaintiffs' motion to compel further responses from defendant Sara Ann Spane, in its entirety. To deny plaintiffs' request for sanctions against defendant Spane. (Code Civ. Proc., §§ 2030.300; 2031.310.)

Explanation:

Under Code of Civil Procedure, sections 2030.300, subdivision (c) and 2031.310, subdivision (c), a party who wishes to move to compel further responses to interrogatories or requests for production of documents must bring their motion within 45 days of the date that the response is served, or a later date agreed to in writing by the parties. If the party fails to bring their motion within 45 days, or a later date agreed to in writing, the party waives the wright to compel a further response. (Code Civ. Proc., §§ 2030.300, subd. (c), 2031.310, subd. (c).) The moving party must also provide a declaration regarding efforts to meet and confer about any disputed responses. (Code Civ. Proc., §§ 2030.300, subd. (b)(1); 2031.310, subd. (b)(1).) "This statute [imposing a 45-day deadline for motions to compel further responses] is mandatory and the court may not entertain a belated motion to compel." (*Vidal Sassoon, Inc. v. Superior Court* (1983) 147 Cal.App.3d 681, 683, citations omitted.)

Here, defendant Sara Ann Spane served her original responses on September 25, 2025. However, the 45-day deadline was tolled because another defendant had filed a special motion to strike under Code of Civil Procedure section 425.16, the anti-SLAPP statute, which stayed all discovery until the court ruled on the motion. (Code Civ. Proc., § 425.16, subd. (g).) The court ruled on the anti-SLAPP motion on November 19, 2025.

The parties then engaged in meet and confer discussions, which resulted in the parties agreeing to extend the deadline to January 5, 2026. (Christofferson decl., ¶ 8, and Exhibit D thereto.) Defendant served supplemental responses on December 23, 2025.

Plaintiffs' counsel deemed the responses insufficient. Rather than meeting and conferring on the new responses, however, plaintiffs' counsel filed a request for pretrial discovery conference on December 26, 2025. The court denied the request on January 2, 2026, and granted plaintiffs leave to file their motion to compel. (Exhibit F to Christofferson decl.) The court noted that the filing of the request had tolled the deadline to bring a motion to compel for seven days. (*Ibid*.) Plaintiffs then filed their motion to compel on January 12, 2026.

Since the parties had agreed to extend the deadline for filing a motion until January 5, 2026, that deadline remained in place. The court's ruling on the pretrial discovery conference request merely noted that the running of the statutory deadline had been tolled for seven days, which did not affect the parties' agreed-upon deadline of January 5, 2026. Therefore, plaintiffs needed to file their motion by January 5, 2026. Since they waited until January 12, 2026 to file their motion, it was not timely and they waived their right to compel further responses from Spane.

Also, even assuming that the court's order on the pretrial discovery conference extended the deadline for another seven days, the deadline would have run on January 9, 2026. Plaintiffs did not file their motion until January 12, 2026, so the motion was still untimely.

Furthermore, to the extent that plaintiffs are seeking to compel further responses to the supplemental responses that defendant served on December 23, 2025, plaintiffs' counsel has not filed a meet and confer declaration regarding his attempts to resolve the dispute on the supplemental responses before filing his motion to compel. (Code Civ. Proc., §§ 2030.300, subd. (b)(1); 2031.310, subd. (b)(1).) Thus, the motion to compel further responses to the supplemental responses is defective as well. Therefore, the court intends to deny the motion to compel in its entirety.

Finally, the court intends to deny the plaintiffs' request for sanctions against defendant, as they failed to prevail on the underlying motion.

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: SMC on July 2, 2026 .
(Judge's initials) (Date)

(34)

Tentative Ruling

Re:	***Castro v. Newrez, LLC, et al.*** Superior Court Case No. 25CECG05067
Hearing Date:	July 7, 2026 (Dept. 403)
Motion:	Defendant Newrez, LLC's Demurrer to First Amended Complaint; Joinder by Defendant U.S. Bank Trust National Association

Tentative Ruling:

To sustain Defendants Newrez, LLC and U.S. Bank Trust National Association's general and special demurrers to the First Amended Complaint. (Code Civ. Proc., § 430.10, subd. (e) and (f).) Plaintiffs are granted 15 days leave to file the Second Amended Complaint, which will run from service by the clerk of the minute order. New allegations/language must be set in **boldface** type.

Explanation:

Plaintiffs Bayardo Aleman Castro and Flor Sequeira's First Amended Complaint ("FAC") alleges two causes of action for breach of contract and fraud. The FAC is pled on Judicial Council forms using separate cause of action attachments for the allegations supporting each cause of action against each defendant. The FAC also includes the form complaint for negligence –related actions and an attachment indicating plaintiffs are possibly pursuing causes of action for violations of the Unruh Civil Rights Act, Fair Employment and Housing Act, and Business and Professions Code section 17200, and violations of the Homeowners Bill of Rights. There are no cause of action attachments for these listed causes of action.

Defendant Newrez, LLC dba Shellpoint Mortgage Servicing, joined by defendant U.S. Bank Trust National Association, demurs to the FAC generally and specially on the basis that it fails to allege facts to state a cause of action and is uncertain.

The function of a demurrer is to test the sufficiency of a plaintiff's pleading by raising questions of law. (*Plumlee v Poag* (1984) 150 Cal.App.3d 541, 545) The truth of the facts alleged in the complaint are assumed true as well as the reasonable inferences that may be drawn from those facts. (*Miklosy v. Regents of University of California* (2008) 2 Cal.4th 876, 883; see also *Daniels v. Select Portfolio Servicing, Inc.* (2016) 246 Cal.App.4th 1150, 1168 [actual reliance in support of a fraud claim reasonably inferable from the plaintiff's complaint]; Code Civ. Proc., 452 ["In the construction of a pleading, for the purpose of determining its effect, its allegations must be liberally construed, with a view to substantial justice between the parties."].)

A general demurrer, "admits the truth of all material factual allegations in the complaint;" the plaintiff's "ability to prove these allegations, or the possible difficulty in making such proof does not concern the reviewing court …." (*Alcorn v. Anbro*

Engineering, Inc. (1970) 2 Cal.3d 493, 496; *Stella v. Asset Management Consultants, Inc.* (2017) 8 Cal.App.5th 181, 190 ["We assume the truth of the properly pleaded factual allegations, facts that reasonably can be inferred from those expressly pleaded and matters of which judicial notice has been taken."].)

Tender

"It is settled that an action to set aside a trustee's sale for irregularities in sale notice or procedure should be accompanied by an offer to pay the full amount of the debt for which the property was security." (*Arnolds Management Corp. v. Eischen* (1984) 158 Cal.App.3d 575, 578; see also *Lueras v. BAC Home Loans Servicing, LP* (2013) 221 Cal.App.4th 49, 87 ["full tender of the indebtedness must be made to set aside a foreclosure sale based on irregularities in the foreclosure procedure.".) "The tender requirement 'is based on the theory that one who is relying upon equity in overcoming a voidable sale must show that [he] is able to perform [his] obligations under the contract so that equity will not have been employed for an idle purpose.' [Citation.]" (*Ibid*.)

"It would be futile to set aside a foreclosure sale on the technical ground that notice was improper, if the party making the challenge did not first make full tender and thereby establish [his] ability to purchase the property. Thus, it is sensible to require that a trustor, whose default to begin with resulted in the foreclosure, give proof before the sale is set aside that he now can redeem the property." (*United States Cold Storage v. Great Western Savings & Loan Assn*. (1985) 165 Cal.App.3d 1214, 1225.) Recognized exceptions to the tender rule include when: (1) the underlying debt is void, (2) the foreclosure sale or trustee's deed is void on its face, (3) a counterclaim offsets the amount due, (4) specific circumstances make it inequitable to enforce the debt against the party challenging the sale, or (5) the foreclosure sale has not yet occurred. (*Lona v. Citibank, N.A.* (2011) 202 Cal.App.4th 89, 112–113,; *Pfeifer v. Countrywide Home Loans, Inc.* (2012) 211 Cal.App.4th 1250, 1280–1281, [recognizing the fifth exception].)

Here, defendants argue that plaintiffs' causes of action fail because Plaintiffs do not allege tender.

Plaintiffs do not allege tender, nor does the FAC plead an exception to the tender rule. Plaintiffs argue that a tender is unnecessary because no trustee's sale has occurred in this case and their alleged statutory violations of the Homeowner's Bill of Rights ("HBOR") include no such requirement. (*Valbuena v. Ocwen Loan Servicing, LLC* (2015) 237 Cal.App.4th 1267, 1273-1274.) Plaintiffs are correct that the allegation of tender is unnecessary where the trustee's sale has not yet occurred, however there is no clear allegation that the sale has not occurred for the exception to apply. Neither are there causes of action for violations of the HBOR alleged in the complaint. Rather, plaintiffs have listed provisions of the HBOR and alleged the conclusion that defendants have violated these sections of the Civil Code in Attachment 9 of the FAC and within the breach of contract cause of action. This is inadequate to overcome defendants' demurrer.

First Cause of Action: Breach of Contract

The FAC alleges defendant Newrez, LLC is breach of the Deed of Trust by failing to perform its servicing duties. The FAC alleges violations of the HBOR as breaches under the contract. Defendants demur to the cause of action as there is no contract alleged between plaintiff Flor Sequeria and the loan servicing company, Newrez, LLC or bank. Although the complaint includes allegations that Flor Sequeria is an owner of the home this is not the equivalent of her being a party to the loan contract. The demurrer as to plaintiff Flor Sequeria on this basis is sustained.

Defendants additionally argue the cause of action is inadequately pled as there are no allegations as to what provision of the contract have been breached. As alleged, the breaches are not terms of the contract but references to the HBOR. As such, no cause of action is stated as there is no breach of the terms of the contract alleged.

To the extent the cause of action could be understood to be alleging violations of the HBOR, no cause of action is stated. Allegations consisting of conclusions that provisions of the HBOR were violated is not sufficient to allege a violation of the statute. Plaintiffs' opposition argues the documents attached to the FAC adequately demonstrate the breaches alleged and plaintiffs describe what actions are violations of which provisions of the HBOR. Attaching documents to the complaint does not relieve the plaintiffs of the requirement to allege facts to demonstrate what defendants have violated what provision of a statute or contract.

Second Cause of Action: Fraud

Each element of a fraud cause of action must be pleaded with particularity so as to apprise the defendant of the specific grounds for the charge and enable the court to determine whether there is any basis for the cause of action. (*Committee on Children's Television, Inc. v. General Foods Corp*. (1983) 35 Cal.3d 197, 216–217.) In particular, the plaintiff must allege with particularity " ' "facts which show how, when, where, to whom, and by what means the representations were tendered." ' " (*Lazar v. Superior Court* (1996) 12 Cal.4th 631, 645.) Against a corporate defendant, the pleading must allege the name of the person who made the representation, his or her authority to speak, to whom he or she spoke, and how the representation was communicated. (*Tarmann v. State Farm Mut. Auto. Ins. Co*. (1991) 2 Cal.App.4th 153, 157.)

Here, defendants claim the misrepresentations have not been pled with specificity as to who on behalf of the corporation made the misrepresentations alleged and the elements generally are insufficiently pleaded.

Against Newrez, LLC, plaintiffs allege misrepresentations were made repeatedly and specifically during an October 17, 2025 phone call regarding the status of plaintiffs' loan modification and forbearance process. Plaintiffs have not met the exacting pleading standards imposed by law. Although there is sufficient factual information alleged to determine the identification of the representative on the phone, there are not allegations as to the person's position or authority to speak on behalf of the company.

With respect to U.S. Bank Trust National Association, in contrast with the allegations identifying a specific date and phone call, the allegations include no information as to who on behalf of the entity made the general representations that the foreclosure would not proceed, when, or this person's authority to speak. This is insufficient.

Accordingly, the general demurrer to the first cause of action is sustained with leave to amend.

Uncertainty

Defendants additionally demur specially one the ground the complaint is uncertain as to against whom the allegations found in Attachment 9 or the second form complaint cover page alleging general negligence and negligent infliction of emotional distress are alleged. Section 430.10, subdivision (f) authorizes a party against whom a complaint has been filed to object by special demurrer to the pleading on the ground that "[t]he pleading is uncertain. As used in this subdivision, 'uncertain' includes ambiguous and unintelligible." Demurrers for uncertainty are disfavored. (*Khoury v. Maly's of California, Inc*. (1993) 14 Cal.App.4th 612, 616.) A demurrer for uncertainty may be sustained when the complaint is drafted in a manner that is so vague or uncertain that the defendant cannot reasonably respond, e.g., the defendant cannot determine what issues must be admitted or denied, or what causes of action are directed against the defendant. (*Ibid*.) Demurrers for uncertainty are appropriately overruled where "ambiguities can reasonably be clarified under modern rules of discovery." (*Ibid*.)

There are no cause of action attachments for the general negligence or negligent infliction of emotional distress causes of action. Further, the conclusory allegations with respect to violations of the HBOR are not clearly plead as a cause of action against any defendant. It is unclear whether the plaintiffs intend to allege the additional causes of action identified and the basis for those causes of action against a given defendant. Accordingly, the special demurrer is sustained with leave to amend.

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: SMC on July 2, 2026 .
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***Arkelian v. HumanGood Fresno***
Superior Court Case No. 25CECG01357

Hearing Date: July 7, 2026 (Dept. 403)

Motion: By Defendant to Compel Arbitration

Tentative Ruling:

To grant the motion to compel arbitration and order plaintiff Lurlynne Arkelian to arbitrate her claims against defendants. To deny the motion to compel Jeffrey Arkelian to arbitrate his claims and to stay this action pending the completion of arbitration.

Explanation:

Plaintiff Lurlynne Arkelian and Jeffrey Arkelian filed the present action arising from a trip and fall on the premises of The Terraces at San Joaquin Gardens. Plaintiffs are alleging causes of action for premises liability and general negligence after plaintiff Lurlynne Arkelian fell due to a sandbag and lost consciousness. The trip and fall was witnessed by plaintiff Jeffrey Arkelian.

Defendant HumanGood Fresno dba The Terraces at San Joaquin Gardens ("HumanGood") moves to compel arbitration pursuant to Plaintiff Lurlynne Arkelian's agreement to do so in the Arbitration Agreement[1] signed in connection with her residence at defendant's facility. (Isfeld Decl. ¶ 2, Ex. A.)

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 Ca1.App.4th 1497, 1505.) Thus, when a motion to compel arbitration is filed and accompanied by prima facie evidence of a written agreement to arbitrate the controversy, the court itself must determine: (1) whether the agreement exists and, (2) if any defense to its enforcement is raised, whether it is enforceable. The moving party bears the burden of proving the existence of an arbitration agreement by a preponderance of the evidence. The party claiming a defense bears the same burden as to the defense. (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 413-414.)

The moving party has the burden of proving the existence of a valid arbitration agreement. (*Pinnacle Museum Tower Assn v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 236.) A party opposing arbitration has the burden of showing that the arbitration provision cannot be interpreted to cover the claims in the complaint. (*Aanderud v. Superior Court* (2017) 13 Cal.App.5th 880, 890.) Unless there is a dispute over

[1] Plaintiffs' objections to the declaration of Denise Isfeld are overruled for purposes of this motion, as plaintiffs are not challenging the authenticity of the Arbitration Agreement attached thereto.

authenticity, the mere recitation of the terms is sufficient for a party to move to compel arbitration. (*Sprunk v. Prisma LLC* (2017) 14 Cal.App.5th 785, 793.)

In support of the motion, defendant presents the Arbitration Agreement wherein plaintiff agreed to arbitrate "any and all claims or disputes arising from or related to your CARE AND RESIDENCE AGREEMENT or to your rights, obligations, care, or services at the Community" (Isfeld Decl., Ex. A, Arbitration Agreement, ¶ A.) The agreement additionally specifies that it applies to claims against defendant, plaintiff, or any other individual or entity and includes personal injury or wrongful death claims. (*Ibid*.) The agreement is signed by plaintiff Lurlynne Arkelian.

Plaintiffs argue their premises liability and negligence claims do not arise out of her care received at the facility or services provided and are thus outside the scope of the claims plaintiff agreed to arbitrate. This argument disregards the language of the agreement encompassing personal injury claims. The court finds defendant has met it burden to demonstrate the existence of an agreement to arbitrate the claims brought by Lurlynne Arkelian against both defendant and Barken Development & Construction, LLC. Defendant has not met its burden in demonstrating the existence of an agreement for Jeffrey Arkelian to arbitrate his claims as he is not a party to the agreement and has not agreed to arbitrate his claims against defendant or other individuals or entities relating to his mother's residence with defendant.

As such, the burden shifts with respect to Lurlynne Arkelian to demonstrate a defense to enforceability.

Plaintiff submits that the agreement is unenforceable because it is unconscionable. If the court finds as a matter of law that a contract or any portion of it was unconscionable at the time it was made, the court may refuse to enforce it, or may enforce the contract without the unconscionable provisions, or limit their application to avoid any unconscionable result. (Civ. Code § 1670.5, subd. (a).) There are two prongs considered in this analysis: procedural unconscionability and substantive unconscionability. <u>Both</u> must be present for a court to exercise its discretion to refuse to enforce an arbitration agreement under the doctrine of unconscionability. (*Armendariz v. Foundation Health Psychcare Services., Inc.* (2000) 24 Cal.4th 83, 113.) They need not be present in equal amounts; essentially a sliding scale is used, and where there is substantive unconscionability, less procedural unconscionable need be shown. (*Id.* at pp. 113-114.)

Plaintiff asserts that the Arbitration Agreement is procedurally unconscionable due to the Care and Residency package consisting of 342 pages of standardized, provider-drafted form, presented in a "adhesion setting" with information and bargaining disparities. Plaintiff's opposition is limited to argument and is unsupported by evidence in the form of a declaration. Moreover, the language of the agreement allows the resident to withdraw their agreement to arbitrate and there is no indication on the face of the agreement that the resident was required to sign in the first instance. In the absence of evidence to meet plaintiff's burden to demonstrate the agreement is unconscionable, plaintiff has not met her burden.

In the absence of a finding of unconscionability, the court finds that there is an enforceable written agreement to arbitrate. Accordingly, the motion to compel arbitration is granted as to plaintiff Lurlynne Arkelian. The court orders the derivative claims of Jeffrey Arkelian remaining in this action stayed pending the outcome 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: SMC on July 6, 2026 .
(Judge's initials) (Date)

(48)

Tentative Ruling

Re: *In the Matter of Miranda Darleen McClelland*
Superior Court Case No. 26CU01435

Hearing Date: July 7, 2026 (Dept. 403)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To grant. (Code Civ. Proc., § 372; Prob. Code, § 2504.) No appearances necessary.

To set a status conference for Tuesday, September 29, 2026, at 3:30 p.m. in Department 403, for confirmation of deposit of the funds into a blocked account. If the Acknowledgment of Receipt of Order and Funds for Deposit in Blocked Account (MC-356), is filed at least five court days before the hearing, the status conference will come off calendar.

Explanation:

The petition appears to be sufficiently stated and the proposed court order approving the disposition of proceeds appears complete.

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: SMC on July 6, 2026.
(Judge's initials) (Date)

(48)

<u>Tentative Ruling</u>

Re: ***In re: Dakota David Johnson***
Superior Court Case No. 26CU01610

Hearing Date: July 7, 2026 (Dept. 403)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To grant. (Code Civ. Proc., § 372; Prob. Code, § 2504.) No appearances necessary.

To set a status conference for Tuesday, September 29, 2026, at 3:30 p.m. in Department 403, for confirmation of deposit of the funds into a blocked account. If the Acknowledgment of Receipt of Order and Funds for Deposit in Blocked Account (MC-356), is filed at least five court days before the hearing, the status conference will come off calendar.

Explanation:

The petition appears to be sufficiently stated and the proposed court order approving the disposition of proceeds appears complete.

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: <u>SMC</u> on <u>July 6, 2026</u>.
(Judge's initials) (Date)