Tentative Rulings for August 21, 2025
Department 502

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.***

24CECG05486 ***Wild, Carter & Tipton v. Loel Wood***

23CECG04125 ***Angelita Gonzalez v. Sergio Herrera***

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

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 502

Begin at the next page

(03)

Tentative Ruling

Re: ***Singh v. Freightforward Transport, Inc.***
Case No. 25CECG01736

Hearing Date: August 21, 2025 (Dept. 502)

Motion: Defendants' Four Demurrers and Motions to Strike Plaintiff's Complaint

Tentative Ruling:

To sustain the defendants' demurrers to the second, third, fifth, sixth, seventh, eighth, and tenth causes of action for failure to state facts sufficient to constitute a cause of action. To overrule the demurrers to the other causes of action. To grant leave to amend. To deny defendants' motions to strike the entire complaint. Plaintiff shall serve and file his first amended complaint within 10 days of the date of service of this order. All new allegations shall be in **boldface**.

Explanation:

Demurrer: Plaintiff's first cause of action is for failure to pay wages. However, he alleges no facts under the heading of "failure to pay wages." On the other hand, his "general allegations" do allege that defendants misclassified him as an independent contractor rather than an employee, and that they failed to pay him for multiple loads that he completed, in a total amount of $3,300. (Complaint, ¶¶ 5, 6.) He seeks total damages in excess of $153,300, plus unpaid wages of $3,300. (Complaint, Prayer for Relief.) Thus, it appears that plaintiffs' unpaid wage claim is based on the allegation that defendants failed to pay him $3,300 for the loads that he completed. As a result, he has sufficiently alleged his first cause of action, and the court intends to overrule the demurrers to the failure to pay wages claim.

On the other hand, the second cause of action is not adequately alleged. Plaintiff has alleged a claim for failure to reimburse business expenses in violation of Labor Code section 2802, but he alleges no facts showing what business expenses he incurred or that defendants failed to reimburse him for these costs. As a result, the court intends to sustain the demurrers to the second cause of action for failure to state facts sufficient to constitute a cause of action. However, the court will grant leave to amend, as plaintiff may be able to allege more facts to support his claim.

The court will also sustain the demurrers to the third cause of action for misclassification as independent contractor in violation of Unemployment Insurance Code section 13004. Again, plaintiff has not alleged any facts in his third cause of action that would tend to show that he was misclassified as an independent contractor rather than an employee. He does allege that he was misclassified as an independent contractor in his general allegations, but he alleges no other facts that would tend to support his claim that he was an employee rather than an independent contractor. (Complaint, ¶ 5.) Simply alleging the conclusion that he was misclassified is not enough to state a claim. He must also allege some facts to show that he was misclassified.

Therefore, the court intends to sustain the demurrers to the third cause of action, with leave to amend.

The fourth cause of action alleges a claim for failure to provide meal and rest breaks in violation of Labor Code section 226.7. Again, plaintiff alleges no facts at all in his fourth cause of action. However, his general allegations state that defendants required him to work excessive hours without rest in violation of FMCSA regulations, and required him to drive while ill and fatigued. (Complaint, ¶ 7.) He also alleges that defendants ignored his chest pain and a health emergency that he suffered while driving "under duress" for them. (*Id*. at ¶ 8.) Thus, plaintiff has alleged some facts showing that defendants denied him rest breaks mandated by law, which is enough to support his claim. Therefore, the court intends to overrule the demurrers to the fourth cause of action.

Plaintiff's fifth cause of action alleges a claim for unfair business practices under Business and Professions Code section 17200. However, plaintiff alleges no facts to support his claim, and it is unclear which general allegations in his complaint would support the unfair business practice claim. Therefore, the court intends to sustain the demurrers to the fifth cause of action, with leave to amend.

The sixth cause of action alleges a claim for negligence. Again, plaintiff has not alleged any facts in his sixth cause of action. It is also unclear which, if any, of his general allegations would support a negligence claim against defendants. Therefore, the court intends to sustain the demurrers to the sixth cause of action, with leave to amend.

The seventh cause of action alleges a claim for negligent infliction of emotional distress. Once again, plaintiff alleges no facts in his seventh cause of action. Nor is it clear which, if any, of his general allegations would support a negligent infliction of emotional distress claim. Therefore, the court intends to sustain the demurrers to the seventh cause of action, with leave to amend.

Next, the eighth cause of action alleges a claim for intentional infliction of emotional distress. Once more, plaintiff alleges no facts to support his claim, and it is unclear which, if any, of his general allegations would support a claim for intentional infliction of emotional distress. Therefore, the court intends to sustain the demurrers to the eighth cause of action, with leave to amend.

Plaintiff's ninth cause of action alleges a claim for violation of FMCSA safety regulations. While plaintiff does not allege any facts in his ninth cause of action, it appears to be based on the general allegations that he was required by defendants to operate under unsafe and unlawful conditions, including being coerced into falsifying logbooks, driving excessive hours without rest in violation of FMCSA regulations, and operating while ill and fatigued. (Complaint, ¶ 7.) He also alleges that defendants ignored the fact that he suffered chest pains and a health emergency while driving for them, which would also be a violation of federal regulations regarding commercial drivers. (49 CFR § 392.3.) Therefore, plaintiff has adequately alleged his claim for violation of federal safety regulations for truck drivers, and the court intends to overrule the demurrers to the ninth cause of action.

Finally, plaintiff's tenth cause of action alleges a claim for retaliation in violation of Labor Code section 1102.5. Again, plaintiff alleges no facts to support his claim in the tenth cause of action. Nor is it clear from the general allegations which facts would tend

to show that defendants retaliated against him. Therefore, the court intends to sustain the demurrers to the tenth cause of action, with leave to amend.

Motion to Strike: The motions to strike are based on the same argument that forms the basis for the demurrers, namely that the complaint fails to allege any facts to support the plaintiff's claims. However, defendants appear to be conflating a general demurrer with a motion to strike, which generally only lies as to improper portions of a cause of action or improper prayers for relief. In any event, to the extent that defendants seek to challenge the causes of action for failure to state facts sufficient to constitute a valid claim, the motions to strike are redundant, as defendants have already brought demurrers on the same ground. Therefore, the court intends to deny the motions to strike as moot in light of the court's ruling on the demurrers.

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: KCK on 08/19/25.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Michelle Antoinette Ramos v. Family Options, LLC***
Superior Court Case No. 24CECG03896/COMPLEX

Hearing Date: August 21, 2025 (Dept. 502)

Motion: By Defendant Family Options, LLC to Compel Arbitration; and Request for Stay

Tentative Ruling:

To grant and compel plaintiff Michelle Antoinette Ramos to arbitrate her individual claims against defendant Family Options, LLC. To stay the action pending final outcome of arbitration. (9 U.S.C. § 3.)

Explanation:

Plaintiff Michelle Antoinette Ramos ("Plaintiff") filed an action for nine causes of action for various violations of the Labor Code, and one cause of action for unfair competition, on behalf of herself and all other similarly situated. Defendant Family Options, LLC ("Defendant") now seeks an order compelling Plaintiff to private arbitration of her individual claims and to stay the action pending final resolution at arbitration.

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, 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.) Presumptions are to be made in favor of arbitrability. (*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 971-972.)

Unless there is a dispute over 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.) Here, Defendant submits a written agreement to arbitrate with Plaintiff, from 2023. (Camarillo Decl., ¶¶ 9, 10, and Ex. A thereto.)[1] In opposition, Plaintiff did not dispute the writing. The court finds that there is a valid written agreement to arbitrate. The burden therefore shifts to Plaintiff for defenses to enforcement.

[1] Plaintiff's Objection to the Declaration of Lynette Camarillo is sustained as to foundation as to the statement "Plaintiff did not express any hesitation in signing the Agreement, and she did not opt out at any time following her signature."

Plaintiff submits that her claims are not subject to arbitration under California law. (*E.g.*, Lab. Code § 229.) An individual arbitration agreement does not apply to an action to enforce statutes governing collection of unpaid wages, which may be maintained without regard to any private agreement to arbitrate. (*Ibid.*) The intent is to assure a judicial forum where there exists a dispute as to wages, notwithstanding the strong public policy favoring arbitration. (*Ware v. Merrill Lynch, Pierce, Fenner & Smith, Inc*. (1972) 24 Cal.App.3d 35, 43.) An exception to that general rule occurs when there is federal preemption by the Federal Arbitration Act ("FAA"), as applied to contracts evidencing interstate commerce. (*Perry v. Thomas* (1987) 482 U.S. 483, 490.) Where the FAA applies, state law that outright prohibits arbitration is displaced by federal law. (*AT&T Mobility, LLC v. Concepcion* (2011) 563 U.S. 333, 341.)

Plaintiff submits that the FAA does not apply here because the written agreement unequivocally agrees to have the California Arbitration Act ("CAA") govern. The pertinent language provides:

> All such disputes shall be submitted to arbitration pursuant to the provisions of the California Arbitration Act (California Code of Civil Procedure section 1280 *et seq.*) or the Federal Arbitration Act (9 U.S.C. Section 1 and following), if the California Code does not apply.

As Plaintiff suggests, the language here suggests that the FAA is to apply only where the CAA does not. As Plaintiff further correctly notes, choice of law provisions, with exception, withstand preemption. (*Volt Information Sciences, Inc. v. Bd. of Trustees of Leland Stanford Junior Univ*. (1989) 489 U.S. 468, 474-475 [finding that the FAA confers the right to obtain an order directing that arbitration proceed in the manner provide for in the parties' agreement].)

Defendant submits that the FAA nevertheless preempts the CAA because it receives federal funding, and purchases binders and other office supplies from outside of California that Plaintiff used in her duties. (Camarillo Decl., ¶ 2, ¶ 4.)[2]

The FAA applies to a contract evidencing a transaction involving commerce. (9 U.S.C. § 2; *Lagatree v. Luce, F orward, Hamilton & Scripps* (1999) 74 Cal.App.4th 1105, 1120.) Commerce is defined in Title 9 of the United States Code, section 1 as:

> commerce among the several States or with foreign nations, or in any Territory of the United States or in the District of Columbia, or between any such Territory and another, or between any such Territory and any State or foreign nation, or between the District of Columbia and any State or Territory or foreign nation, but nothing herein contained shall apply to contracts of employment of seamen, railroad employees, or any other class of workers engaged in foreign or interstate commerce. (9 U.S.C. § 1.)

[2] Defendant's Request for Judicial Notice is denied.

In sum, commerce includes commerce among the several States, and has been interpreted broadly within the United States Congress' authority under the Commerce Clause. (*Citizens Bank v. Alafabco, Inc.* (2003) 593 U.S. 52, 56.) These words cover more than only persons or activities within the flow of interstate commerce. (*Allied-Bruce Terminix Cos. v. Dobson* (1995) 513 U.S. 265, 273.) They cover transactions that involve interstate commerce, even if the parties did not contemplate an interstate commerce connection. (*Id.* at p. 281.) A party seeking to enforce an arbitration agreement has the burden of showing FAA preemption. (*Lane v. Francis Capital Management LLC* (2014) 224 Cal.App.4th 676, 687.) In effect, the party seeking to compel arbitration must show that the subject matter of the agreement involves interstate commerce. (*Id.* at pp. 687-688.)

Nothing in the evidence suggests that the subject matter of the employment agreement between Plaintiff and Defendant relates or involves interstate commerce. Defendant submits that its business provides adults with disabilities loving homes and ongoing support services through trained and skilled professionals. (Camarillo Decl., ¶ 2.) Defendant provides each consumer with an individualized plan of care that promotes positive growth and empowerment. (*Ibid.*) Defendant sends case managers to work with consumers, but also transports consumers to their home or a medical care facility. (*Ibid.*) Nothing in this description suggests commerce among the several states.

Rather, Defendant suggests that its business is involved in interstate commerce because it receives federal funding. Payments of Medicare or Medicaid funds are transactions involving commerce. (*Willis v. Prime Healthcare Services, Inc.* (2014) 231 Cal.App.4th 615, 625-626 *citing Summit Health, Ltd. v. Pinhas* (1991) 500 U.S. 322, 327.) In opposition, Plaintiff does not refute that Defendant receives federal funding through the Medicaid Program. (*See* Camarillo Decl., ¶ 2.)

Based on the above, the court finds that California arbitration laws, such as Labor Code section 229, as it applies to this arbitration agreement is preempted by the FAA. As Plaintiff submits no other defenses to enforcement of the arbitration agreement, the motion is granted, as is the request for stay pending final resolution of Plaintiff's individual claims.[3] (9 U.S.C. § 3.)[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

[3] Plaintiff additionally submits that there is no class waiver. The issue of class claims, or waiver thereof, was not specifically raised by Defendant as the moving party, except as to argue that Plaintiff's individual claims are subject to arbitration. Nor does it appear that Defendant seeks an order regarding the class claims. Defendant appears to seek an order compelling only Plaintiff's individual claims to arbitration. The court issues no ruling as to the class claims except as they are affected by the stay pending final resolution of arbitration.

[4] The remaining objections were not material to the disposition of the motion, and no rulings are issued as to those objections.

will constitute notice of the order.

Tentative Ruling
Issued By: KCK on 08/19/25.
(Judge's initials) (Date)