

Tentative Rulings for September 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.

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 503

Begin at the next page

(03)

Tentative Ruling

Re: **Flores v. Aguirre**
Case No. 20CECG01543

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

Motion: Columbia Insurance Company's Motion for Leave to File
Answer-in-Intervention

Tentative Ruling:

To grant Columbia Insurance Company's motion for leave to file an answer-in-intervention. Columbia shall file and serve its answer within 10 days of the date of service of this order. (Code Civ. Proc., § 387.)

Explanation:

Under Code of Civil Procedure section 387, subdivision (c), "A nonparty shall petition the court for leave to intervene by noticed motion or ex parte application. The petition shall include a copy of the proposed complaint in intervention or answer in intervention and set forth the grounds upon which intervention rests."

"The court shall, upon timely application, permit a nonparty to intervene in the action or proceeding if either of the following conditions is satisfied: [¶] (A) A provision of law confers an unconditional right to intervene. [¶] (B) The person seeking intervention claims an interest relating to the property or transaction that is the subject of the action and that person is so situated that the disposition of the action may impair or impede that person's ability to protect that interest, unless that person's interest is adequately represented by one or more of the existing parties." (Code Civ. Proc., § 387, subd. (d)(1).)

Also, "The court may, upon timely application, permit a nonparty to intervene in the action or proceeding if the person has an interest in the matter in litigation, or in the success of either of the parties, or an interest against both." (Code Civ. Proc., § 387, subd. (d)(2).)

"It is well settled that the intervener's interest in the matter in litigation must be direct, not consequential, and that it must be an interest which is proper to be determined in the action in which intervention is sought. The 'interest' referred to in section 387, subdivision (a), 'must be of such direct or immediate character, that the intervener will either gain or lose by the direct legal operation and effect of the judgment.' [¶] But the nature of the necessary direct interest in the litigation is undescribed by the statute. Nor is the decisional law helpful. As has been said: '[T]he point at which one's interest in the success of one of the parties to the action becomes direct, and not consequential, is not easily fixed. It has been the subject of much judicial discussion.' Whether the intervener's interest is sufficiently direct must be decided on the facts of each case. But it is established that the intervener need neither claim a pecuniary interest nor a specific legal or equitable interest in the subject matter of the litigation. And section 387 should be liberally construed in favor of intervention." (Simpson

Redwood Co. v. State of California (1987) 196 Cal.App.3d 1192, 1199–1200, citations omitted.)

“Pursuant to section 387 the trial court has discretion to permit a nonparty to intervene where the following factors are met: (1) the proper procedures have been followed; (2) the nonparty has a direct and immediate interest in the action; (3) the intervention will not enlarge the issues in the litigation; and (4) the reasons for the intervention outweigh any opposition by the parties presently in the action.” (*Reliance Ins. Co. v. Superior Court* (2000) 84 Cal.App.4th 383, 386, citation omitted.)

“An insurer’s right to intervene in an action against the insured, for personal injury or property damage, arises as a result of Insurance Code section 11580. Section 11580 provides that a judgment creditor may proceed directly against any liability insurance covering the defendant, and obtain satisfaction of the judgment up to the amount of the policy limits. Thus, where the insurer may be subject to a direct action under Insurance Code section 11580 by a judgment creditor who has or will obtain a default judgment in a third party action against the insured, intervention is appropriate. The insurer may either intervene in that action prior to judgment or move under Code of Civil Procedure section 473 to set aside the default judgment. Where an insurer has failed to intervene in the underlying action or to move to set aside the default judgment, the insurer is bound by the default judgment.” (*Id.* at pp. 386–387, citations omitted.)

“It is undisputed that if the insurer admits coverage, the insurer clearly has a direct and immediate interest in the outcome of the action against its insured, and therefore may intervene.” (*Gray v. Begley* (2010) 182 Cal.App.4th 1509, 1522.) “[C]ase authority is in agreement that insurers may intervene in third party actions brought against their insureds in order to protect their own interests when their insureds are unable to defend.” (*Western Heritage Ins. Co. v. Superior Court* (2011) 199 Cal.App.4th 1196, 1207.)

In the present case, Columbia is the insurer of defendant Four Seasons Contracting, and thus it is potentially liable if Four Seasons is found to be at fault for the accident. Four Seasons’ corporate status has been suspended, so it no longer has the right to appear and defend itself in the case. (Exhibit 1 to Podesta decl.) Four Seasons is in danger of having a default judgment entered against due to its inability to defend itself. Columbia would be directly prejudiced if a default judgment is entered against Four Seasons, since Columbia would be liable to pay up to the policy limits. Also, plaintiffs are not likely to suffer any prejudice if Columbia is allowed to intervene, since Columbia is not likely to expand the issues of the case and the trial is not likely to be delayed if it intervenes. On the other hand, Columbia is likely to suffer real prejudice if the motion is denied, since it will be required to pay damages to plaintiffs based on Four Seasons’ inability to defend itself. Therefore, the court intends to allow Columbia to intervene and file an answer in order to defend its rights in the action.

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** 9/15/2026.
(Judge's initials) (Date)

(41)

Tentative Ruling

Re: ***Karen Kimura v. Isidro Franco***
Superior Court Case No. 24CECG00954

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

Motion: Default Prove-up

Tentative Ruling:

To deny without prejudice.

Explanation:

Plaintiff Karen Kimura alleges she hired defendant Isidro Franco in 2022 to paint, stain, and glaze certain cabinetry work at her home, then in 2023 she hired defendant to paint certain windows and walls at her home. Plaintiff alleges two separate breach of contract causes of action in her first amended complaint—the first to paint the cabinets and the second to paint the windows and walls. Plaintiff attaches defendant's proposals to the first amended complaint. The unsigned proposals consist of a list of what is to be painted and a description of the labor and quoted price for all work on each proposal. The written proposed price was \$66,000 to paint the cabinets, which plaintiff alleges was increased to \$67,900 (FAC, ¶ 9), and \$53,600 to paint the windows and walls.

Plaintiff alleges defendant did not perform the work to her satisfaction, which resulted in substantial damage to the cabinets, adjacent granite, and windows. Furthermore, defendant abandoned the job in the middle of the work due to personal issues. Plaintiff alleges she paid \$45,000 on the contract for the cabinets and \$6,000 on the contract for the walls and windows.

In addition to prejudgment interest and costs, plaintiff seeks to recover damages of \$219,110.55 consisting of:

\$51,000.00	Reimbursement for amounts paid to defendant
\$10,214.82	Pacific Stone Granite to repair damage caused by defendant
\$25,350.00	Federico Soto Repair
\$36,778.68	Replace damaged cabinets
\$ 187.05	Replace damaged window
\$94,500.00	For construction manager
\$ 1,080.00	For port-a-potty rental

In her original complaint, Plaintiff failed to include a specific amount for damages. Thereafter, plaintiff filed and personally served her first amended complaint, which includes specific amounts for damages of not less than \$219,110.55, plus prejudgment interest, attorney fees and costs. The first amended complaint has six "causes of action" entitled: (1) Breach of Contract; (2) Breach of Contract; (3) Unjust Enrichment; (4) Breach of Implied Warranty; (5) Negligence; and (6) Negligence Per Se.

Measure of Damages:

Plaintiff correctly acknowledges that by defendant's default, defendant has admitted the material allegations of the first amended complaint. (*Ingram v. Bob Jaffe Co.* (1956) 139 Cal.App.2d 193, 195.) Plaintiff also recognizes that a default does not admit that the amount prayed for is the proper amount of damages. (*Brown v. Superior Court* (1966) 242 Cal.App.2d 519, 526.) The court is required to enter judgment only for such sum as appears just. (Code Civ. Proc., § 585, subd. (b).) Without the required evidence, the court may refuse to enter judgment in any amount, notwithstanding defendant's default. (*Taliaferro v. Hoogs* (1963) 219 Cal.App.2d 559, 560.)

Plaintiff submits a three-page declaration, with over two hundred pages of photographs of the damaged windows, cabinets, and wood ceiling, plus several pages of invoices. In her amended complaint, plaintiff alleges she made three payments totaling \$45,000, but she makes no mention of these payments in her declaration, nor does she provide evidence of her other alleged payments, such as cancelled checks, proof of cash payments, etc. In her declaration plaintiff itemizes her damages, but her evidence of payments is limited to her statement that she made a single payment of \$6,000 on the contract to paint the windows and walls.

The court also notes an unexplained discrepancy in plaintiff's list of damages. She claims \$25,350 for Federico Soto Repair, but the amount stated in the invoice she attaches as exhibit 6 is \$33,800. Plaintiff fails to explain the difference or show the amount she actually paid or agreed to pay.

Furthermore, plaintiff fails to address the proper measure of damages. Under California law, "[t]he measure of damages for breach of contract to construct improvements on real property where the work is to be done on plaintiff's property is the reasonable cost to the plaintiff to finish the work *in accordance with the contract*." (*Walker v. Signal Companies, Inc.* (1978) 84 Cal.App.3d 982, 993, italics added.) Thus, plaintiff is entitled to recover the reasonable cost necessary to obtain the performance for which she contracted, less the unpaid portion of the original contract price. (CACI No. 4531 [to recover damages, plaintiff must prove reasonable cost of completing remodeling to comply with the terms of contract agreed to by parties]; *Fairlane Estates, Inc. v. Carrico Construction Co.* (1964) 228 Cal.App.2d 65, 72-73.)

For example, in *Fairlane Estates*, the court applied the proper measure of damages for breach of a construction contract as follows:

By the contract the plaintiff agreed to pay the defendants \$21,000 for the work to be performed by the latter. The plaintiff's president testified that the reasonable cost of performing this work at the time of trial was \$27,500. . . . The measure of damages applied by the court on account of the defendants' failure to perform was the difference between the aforesaid amounts, viz., the contract price and the price of completing the work the defendants had agreed to perform. This was proper.

(*Fairlane Estates, Inc. v. Carrico Construction Co. supra*, 228 Cal.App.2d at p. 72.)

Here, Plaintiff alleges she contracted to receive the completed painting work for \$121,500 (\$67,900 + \$53,600). Assuming plaintiff paid defendant \$51,000 (\$45,000 + \$6,000) before defendant's breach, the unpaid balance would be \$70,500 (\$121,500 - \$51,000). Had plaintiff presented evidence to show she reasonably paid \$168,110.55 to obtain conforming performance, her resulting benefit-of-the-bargain damages would be \$168,110.55 less the \$70,500 unpaid balance, or \$97,610.55. (Plaintiff would have had to pay the remaining \$70,500 under her original contracts with defendant, had defendant fully performed.)

Assuming plaintiff provides evidence of the payments she made, another way of reaching the same total for plaintiff's damages is as follows:

Total actually paid by plaintiff: \$51,000.00 + \$168,110.55 = \$219,110.55

Less original bargain: \$219,110.55 - \$121,500 = \$97,610.55

Conclusion

In sum, Plaintiff fails to provide the necessary proof and authority to support her claim for damages based on the measure of damages for the theory upon which she elects to recover. Therefore, the court denies the application for default judgment without prejudice.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling

Issued By: JS **on** 9/15/2026.
(Judge's initials) (Date)

(03)

Tentative Ruling

Re: ***Beltran v. Imperial Electric Service***
Case No. 24CECG00844

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

Motion: Plaintiff's Motion to Vacate Dismissal Order
Plaintiff's Motion to Enforce Settlement

Tentative Ruling:

To grant plaintiff's motion to vacate dismissal order and reinstate the case. (Code Civ. Proc., § 473, subd. (b).)

To deny plaintiff's motion to enforce the settlement agreement without prejudice, as plaintiff has not filed an amended notice of motion or proof of service showing that defendants were given notice of the new hearing date. (Code Civ. Proc., § 664.6.)

Explanation:

Motion to Vacate Dismissal: "The court may, upon any terms as may be just, relieve a party or the party's legal representative from a judgment, dismissal, order, or other proceeding taken against the party through the party's mistake, inadvertence, surprise, or excusable neglect. Application for this relief shall be accompanied by a copy of the answer or other pleading proposed to be filed therein, otherwise the application shall not be granted, and shall be made within a reasonable time, in no case exceeding six months, after the judgment, dismissal, order, or proceeding was taken." (Code Civ. Proc., § 473, subd. (b).)

The first portion of section 473(b) permits the court to grant discretionary relief if the moving party shows that the judgment, dismissal, or other proceeding was taken against them due to mistake, inadvertence, surprise, or excusable neglect.

Also, "[n]otwithstanding any other requirements of this section, the court *shall*, whenever an application for relief is made no more than six months after entry of judgment, is in proper form, and is accompanied by an attorney's sworn affidavit attesting to the attorney's mistake, inadvertence, surprise, or neglect, vacate any (1) resulting default entered by the clerk against the attorney's client, and which will result in entry of a default judgment, or (2) resulting default judgment or *dismissal* entered against the attorney's client, unless the court finds that the default or *dismissal* was not in fact caused by the attorney's mistake, inadvertence, surprise, or neglect. The court shall, whenever relief is granted based on an attorney's affidavit of fault, direct the attorney to pay reasonable compensatory legal fees and costs to opposing counsel or parties." (*Ibid*, italics added.)

The second portion of section 473(b) provides for mandatory relief from a default, default judgment or dismissal entered due to the mistake, inadvertence, surprise, or

neglect of a party's attorney, even if the error was not reasonable. (*Zamora v. Clayborn Contracting Group, Inc.* (2002) 28 Cal.4th 249, 257.)

“‘[T]he provisions of section 473 of the Code of Civil Procedure are to be liberally construed and sound policy favors the determination of actions on their merits.’ [Citation.]” (*Zamora v. Clayborn Contracting Group, Inc.* (2002) 28 Cal.4th 249, 256.) “[B]ecause the law strongly favors trial and disposition on the merits, any doubts in applying section 473 must be resolved in favor of the party seeking relief from default.” (*Elston v. City of Turlock* (1985) 38 Cal.3d 227, 233.)

“It is the policy of the law to favor, whenever possible, a hearing on the merits. Appellate courts are much more disposed to affirm an order when the result is to compel a trial on the merits than when the default judgment is allowed to stand. Therefore, when a party in default moves promptly to seek relief, very slight evidence is required to justify a trial court's order setting aside a default.” (*Shamblin v. Brattain* (1988) 44 Cal.3d 474, 478, citations omitted.)

Also, the moving party must show that they were diligent in seeking relief from the default, and that they sought relief within a reasonable time after they learned of the default. “This court has held that what a ‘reasonable time’ is in any case depends primarily on the facts and circumstances of each individual case, but definitively requires a showing of diligence in making the motion after the discovery of the default. In other words, the moving party must not only make a sufficient showing of ‘mistake, inadvertence, surprise, or neglect’ in order to excuse the original default, but must also show diligence in filing its application under section 473 after learning about the default. If there is a delay in filing for relief under section 473, the reason for the delay must be substantial and must justify or excuse the delay.” (*Stafford v. Mach* (1998) 64 Cal.App.4th 1174, 1181, citations omitted.)

Here, plaintiff's counsel has submitted a declaration in which he admits that the case was dismissed due to his mistaken belief that all future hearing dates had been taken off calendar when he filed the notice of dismissal. His failure to appear for the status conference led to the case being summarily dismissed. (Hadaegh decl., ¶¶ 2-4.) It does appear that the dismissal was caused by the mistake or neglect of counsel, as opposed to his client, as counsel misunderstood the Fresno Superior Court procedures regarding settled cases and status conferences. Also, plaintiff has promptly and diligently moved for relief from the dismissal, as he filed his motion to vacate only about two months after the dismissal was entered. Therefore, relief from the dismissal order is mandatory, and the court intends to grant the motion to vacate the dismissal and reinstate the case.

Motion to Enforce Settlement: Plaintiff has not submitted a proof of service showing that he gave notice to defendants of the September 16, 2026 hearing date for the motion. The proof of service attached to the motion shows that defendants were given notice of the prior hearing date of December 31, 2025. (Proof of Service to Motion.) However, the court took the December 31, 2025 hearing date off calendar, as it found that plaintiff had not timely filed the motion. (Minute Order of December 31, 2025.) The motion was not filed or served at least 16 court days before the hearing date, so it did not comply with the requirements of Code of Civil Procedure section 1005, subdivision (b).

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.

Issued By: JS on 9/15/2026.
(Judge's initials) (Date)

(47)

Tentative Ruling

Re: **Lupe Herrera v. Matthew Stephans**
Superior Court Case No. 24CECG02539

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

Motion: Plaintiff Lupe Herrera's Motion to Quash Deposition Notices

Tentative Ruling:

To deny plaintiff Lupe Herrera's motion to quash deposition notices

Explanation:

Plaintiff, Lupe Herrera's ("Herrera" or "plaintiff") action arises from a two-vehicle motor vehicle collision that occurred on June 21, 2022, at the intersection of W. Front Street and 2nd Street in Selma, Fresno County, California.

On June 18, 2026, defendants Matthew Ian Stephans, Outsource Utility Contract Corp., and Outsource Utility Contractor, LLC ("defendants") served Amended Notices of Depositions and Deposition Subpoenas requiring the Personal Appearance of Persons Most Knowledgeable from the following entities: Auspice Home Care Solutions, In Home Supportive Services, and Twilight Haven.

Herrera now seeks to quash those amended deposition notices.

Defendants' Specified with Reasonable Particularity of Documents to be Produced in Accordance with Code of Civil Procedure section 2025.22, subdivision (a)(4)

Herrera first argues that defendants' subpoenas with respect to the production of documents is defective as it does not state with reasonable particularity the documents to be produced:

Pursuant to CCP §2025.220(a)(4) the party demanding that a deponent produce documents at a deposition must specify in the notice, with reasonable particularity, the materials or category of materials to be produced by the deponent. The subject deposition notices are defective as the notices do not identify that the deponents are required to produce any documents. Instead, documents are requested in a separate document simply entitled "ATTACHMENT 3." This attachment is not identified or referenced in any fashion in any of the deposition notices.

(Moving Papers, pg. 3:16-22.)

Here, the Court disagrees with Herrera. A request for production of documents in a deposition notice merely provides that documents identified are to be produced by the deponent at the deposition. (Code of Civ. Proc., § 2025.220, subd. (a)(4).) Attachment 3, attached to each deposition notice, identifies the subject employee, the relevant time-period, and discrete categories of information sought.

Accordingly, the Court denies the motion to quash on this basis.

Defendants' Subpoena was Code Compliant

Herrera next argues that the deposition notices must be quashed as they are not code compliant. Herrera argues that defendants did not serve a subpoena duces tecum, but rather a subpoena as defendants did not serve an affidavit to support the request for production of documents:

“CCP §1985.6 (b) requires that the subpoenaing party seeking the production of employment records must (1) serve the employee with a copy of the subpoena duces tecum requiring the production of the records, and (2) serve an affidavit supporting the issuance of the subpoena. With respect to the subject deposition notices, no subpoena duces tecum was served as defendants instead merely served subpoenas requiring the personal appearance of the PMK deponents, and no affidavits were served to support the request for the production of the documents referred to on ATTACHMENT 3.”

(Moving Papers, pg. 5:5-10.)

The Court disagrees with Herrera that an affidavit was required to be served to support the request for the production of the documents referred to on ATTACHMENT 3.

A party seeking to compel deposition testimony or production of items and things, including records or other documents, from a non-party may serve that non-party with a subpoena to compel the non-party's attendance, testimony, or production of documents. (Code of Civ. Proc., §§ 2020.010, subd. (b), 2020.220, 2020.410, 2025.280 subd. (b); *Terry v. SLICO* (2009) 175 Cal.App. 4th 352, 357.)

A party, witness, consumer, or employee may bring a motion to quash, condition, modify, or compel compliance with, a subpoena requiring attendance or production of items before a court, at trial, or a deposition. (Code of Civ. Proc., § 1987.1.) The order compelling compliance shall be pursuant to the terms and conditions which the court declares. (Code of Civ. Proc., § 1987.1, subd. (a).) The court itself may bring such a motion on its own. (Code of Civ. Proc., § 1987.1.) The court may also on such a motion make an order “as appropriate to protect the person from unreasonable or oppressive demands....” (Ibid. See also Code of Civ. Proc., §§ sections 1985.3, subd. (g), 1985.6, subd. (f).)

Code of Civil Procedure sections 1985, subdivision (b), 1985.3, and 1987.5 require an affidavit showing good cause for a subpoena. Code of Civil Procedure section 1985 subdivision (b), the basic provision defining a subpoena, states that the affidavit must be served with the subpoena. Code of Civil Procedure section 1985.3 subdivision (b) requires the affidavit to be served on the consumer. Code of Civil Procedure section 1987.5 requires the affidavit to be served in general with the subpoena. Code of Civil Procedure section 1987.5, however, also states, "This section does not apply to deposition subpoenas commanding only the production of business records for copying under Article 4 (commencing with Section 2020.410) of Chapter 6 of Title 4."

Despite the requirement for such an affidavit in the general provisions governing subpoenas, Code of Civil Procedure sections 2020.410 subdivision (c) and 2020.510 subdivision (b), specific provisions controlling subpoenas, expressly state that no such affidavit is required. According to Code of Civil Procedure section 2020.410, subdivision (c), a deposition subpoena which commands only the production of business records for copying need not be accompanied by an affidavit or declaration showing good cause for the production of the business records designated in it. Similarly, Code of Civil Procedure section 2020.510 subdivision (b) makes it clear that a records and testimony subpoena "need not be accompanied by an affidavit or declaration showing good cause for the production."

According to *Terry v. SLICO* (2009) 175 Cal. App. 4th 352, at 358-359, the specific provisions stating that no such affidavit is required control and supersede the contrary provisions in Code of Civil Procedure sections 1985 subdivision (b) and 1987.5, which require affidavits showing good cause for production. As the Terry court explained, "section 2020.030 provides that the general subpoena provisions that include sections 1985 and 1987.5 apply to a deposition subpoena "[e]xcept as modified in this chapter.'" The Terry court specifically addressed a subpoena pursuant to Code of Civil Procedure section 2020.510, but the reasoning and explanation apply equally to subpoenas under Code of Civil Procedure section 2020.410.

Accordingly, the Court denies the motion to quash on this basis.

Production of Documents

Defendants served subpoenas on Herrera's prior three employers, seeking the following from each institution:

Any and all documents, paper and digital records pertaining to Lupe Herrera from January 1, 2019 to the present, relating to the job responsibilities of Ms. Herrera while employed by you; neck or back disability of Ms. Herrera while employed by YOU; medical leave of Ms. Herrera for neck or back issues while employed by you; restricted duty due to neck or back injury of Ms. Herrera while employed by you; and scheduled hours/days worked by Ms. Herrera.

(Bonakdar Decl., Ex. A – C.)

A motion to quash production of documents at a deposition must be accompanied by a separate statement setting forth the particular documents or demands at issue and the factual and legal reasons why production should not be compelled. (See CRC, rule 3.1345(a)(5).) When no separate statement is filed with a discovery motion, the matter may be ordered off calendar. (*BP Alaska Exploration, Inc. v. Sup. Ct.* (1988) 199 Cal.App.3d 1240, 1270.)

Here, the Separate Statement Herrera filed only pertained to objections with respect to the defendants' subpoenas for the person most knowledgeable, and did not address the production of documents. Accordingly, Herrera's motion to quash production of documents is defective.

Even assuming *arguendo* that Herrera's motion to quash with respect to the production of documents at deposition was not defective, Code of Civil Procedure section 2017.010 provides that any party may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter involved in the pending action if the matter either is itself admissible in evidence or appears reasonably calculated to lead to the discovery of admissible evidence. It is beyond well-established that admissibility is not the test, and information, unless privileged, is discoverable when it might reasonably lead to admissible evidence. (*Williams v. Superior Ct.* (2017) Cal. 5th 531, 541; *LAOSD Asbestos Cases* (2023) 87 Cal.App.5th 939, 948 (the scope of discovery is not limited to admissible evidence.)

The scope of defendants' deposition notices and are appropriately tailored. The documents defendants seek are limited to plaintiff's general job responsibilities and any restricted duty or leave due to neck or back issues. These documents could constitute or lead to admissible evidence. Defendants are not seeking plaintiff's entire personnel files, are not seeking information regarding unrelated medical conditions or leave or otherwise seeking discovery of information unrelated to the issues at hand in this case. The documents sought are from January 1, 2019 through the present which is a reasonable temporal restriction given that the accident at issue occurred in 2022.

Accordingly, the Court denies the motion to quash documents on this basis.

Depositions of Person Most Knowledgeable

Herrera seeks to quash defendants' deposition subpoenas for personal Appearance of the Person Most Knowledgeable for a) Auspice Home Care Solutions; b) In Home Supportive Services; and c) Twilight Haven. Defendants' amended deposition notices and subpoenas that are at issue are directed to plaintiff's former employers. Each notice and subpoena seeks to depose the person most knowledgeable for each employer as to the following categories:

1. RELATING TO the PERSONNEL FILE of Lupe Herrera ("Ms. Herrera").
2. RELATING TO YOUR hiring of Ms. Herrera.
3. RELATING TO the job performance of Ms. Herrera while employed by YOU.
4. RELATING TO job responsibilities of Ms.

- Herrera while employed by YOU. 5. RELATING TO disability of Ms. Herrera while employed by YOU.
6. RELATING TO medical leave of Ms. Herrera while employed by YOU.
7. RELATING TO restricted duty due to injury or illness of Ms. Herrera while employed by YOU.
8. RELATING TO YOUR termination of Ms. Herrera.

(Bonakdar Decl., Ex. A – C.)

Herrera objects to each of these categories with the following boilerplate language:

Overly broad and not reasonably calculated to lead to the discovery of admissible evidence. Violates Plaintiff's privacy rights, under Article I of the California Constitution. Plaintiff is NOT claiming loss of time or days of work at these employers.

(Herrera's Separate Statement in Support of Motion.)

The party asserting a privacy right must establish a legally protected privacy interest, an objectively reasonable expectation of privacy in the given circumstances, and a threatened intrusion that is serious. (*Hill v. Nat'l Collegiate Athletic Assn.* (1994) 7 Cal.4th 1, 35-37.) The party seeking information may raise in response whatever legitimate and important countervailing interests disclosure services, while the party seeking protection may identify feasible alternatives that serve the same interest or protective measures that would diminish the loss of privacy. (*Id.* at pp. 37-40.) The court must then balance those competing considerations. (*Id.* at p. 40.)

However, a plaintiff's right to privacy in their medical records is not absolute. A plaintiff's medical history is discoverable where the need for discovery outweighs privacy concerns, including where the medical history is relevant to damages and the defendant has no other way to obtain this information. (*Palay v. Sup.Ct. (County of Los Angeles)* (1993) 18 Cal.App.4th 919, 933-934.

Here, the Court is not inclined to amend nor quash the subpoena's. Herrera claims that as a result of the accident, she suffered, neck and back injuries which rendered her unable to work and resulted in lost wages. Thus, whether the alleged injuries predated the accident is highly relevant to the issues in this case. Defendants are entitled to discovery that will allow them to evaluate plaintiff's pre- and post- accident neck and back issues which would include records from plaintiff's prior employers which might show preexisting neck and back issues.

The categories of testimony identified in the deposition notices directed to the persons most knowledgeable for each former employer are appropriate and not overly broad. The focus of the notice is on topics related to plaintiff's job responsibilities, disability, and medical leave which are all directly related to plaintiff's claim of disabling neck and back injuries. The remaining topics, including knowledge plaintiff's personnel file, hiring, job performance, and termination are warranted to provide context to the

(36)

Tentative Ruling

Re: ***Macia v. Suarez, et al.***
Superior Court Case No. 26CU02365

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

Motion: Preliminary Injunction

Tentative Ruling:

To deny without prejudice.

Explanation:

As a threshold matter, the motion does not appear to have been properly noticed. "No preliminary injunction shall be granted without notice to the opposing party." (Code Civ. Proc., § 527, subd. (a).) There is no evidence defendants have been served with the summons or with notice of the motion for a preliminary injunction. Nonetheless, since defendants have filed an opposition, the merits of the matter is considered below.

"[T]rial courts should evaluate two interrelated factors when deciding whether or not to issue a preliminary injunction. The first is the likelihood that the plaintiff will prevail on the merits at trial. The second is the interim harm that the plaintiff is likely to sustain if the injunction were denied as compared to the harm that the defendant is likely to suffer if the preliminary injunction were issued. [Citations.]" (*IT Corp. v. County of Imperial* (1983) 35 Cal.3d 63, 69-70.)

The moving papers are insufficient to demonstrate success on the merits of a cause of action for which injunctive relief is available. Plaintiff's sole cause of action is for declaratory relief, statutorily defined at Code of Civil Procedure section 1060, which provides, in pertinent part, that:

Any person interested... who desires a declaration of his or her rights or duties with respect to another... may, in cases of actual controversy relating to the legal rights and duties of the respective parties, bring an original action... for a declaration of his or her rights and duties in the premises, including a determination of any question of construction or validity arising under the instrument or contract.

The complaint seeks declaratory relief pertaining to Plaintiff's status a potential successor in interest in the encumbered property and his ability to obtain and act upon reinstatement information. (Compl., ¶¶ 37-38.)

Notably, despite Plaintiff's representation that he and his brother, David M. Macias are the deceased property owner's intestate heirs; his brother is not a party to this action.

The Probate Court is better suited to resolve the issue of whether Plaintiff is a successor in interest. It is further noted that Plaintiff's status as a potential heir has no bearing on defendants' lien. Plaintiff does not refute the existence of defendants' lien. The lien exists regardless of whether or not Plaintiff has any interest in the real property. In regards to Plaintiff's ability to obtain and act upon reinstatement information, Defendants indicate that the information regarding the reinstatement and payoff of the encumbrance were provided to Plaintiff on August 18, 2026 at the hearing for Plaintiff's ex parte application for temporary restraining order. (Suarez Decl., 7.) This information is also described in Mr. Suarez's declaration. (*Id.*, at ¶ 8.) Therefore, there does not appear to be an actual alleged controversy between Plaintiff and the existing defendants.

Additionally, any irreparable harm is self-created by Plaintiff's refusal to tender.

Accordingly, the motion for preliminary injunction is denied, without prejudice.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling

Issued By: JS **on** 9/15/2026.
(Judge's initials) (Date)

(29)

Tentative Ruling

Re: ***In re: Anthony Carlos Garcia***
Superior Court Case No. 26CU02679

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

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To deny without prejudice. Petitioner must file an amended petition, with appropriate supporting papers and proposed orders.

Explanation:

It is unclear whether petitioner is the appropriate filing party. (See Prob. Code §3500(a).) Also, item 2d has been selected, indicating that a special needs trust may better serve the interests of claimant, however nothing has been submitted addressing this. Petitioner indicates at items 4, 6, and 7, that she is trying to compromise the claims of two minors within one petition, which is not appropriate. Item 7 does not set forth the treatment received. Item 8 provides that claimant has fully recovered, but there is no attachment 8 in support of this. Item 11 indicates that petitioner is a plaintiff in the action, however item 11b(5) has been left blank. Item 12 is incomplete. Item 13b inappropriately lists medical expenses, and further indicates that the costs were paid by insurance, making it unclear why these costs are to be reimbursed. Also, no medical records or billing has been provided. Item 18 is incomplete, there is no request for disposition of the settlement funds. Last, the caption should be corrected upon resubmission.

Due to the issues set forth above, the petition is denied without prejudice.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling

Issued By: JS on 9/15/2026.
(Judge's initials) (Date)