Tentative Rulings for November 20, 2025
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.

23CECG04857 ***Arambula-Garcia v. Servellon*** **is continued to Thursday, December 18, 2025 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

(03)

Tentative Ruling

Re: ***Titus v. Savemart Companies, LLC***
Case No. 24CECG04938

Hearing Date: November 20, 2025 (Dept. 501)

Motion: Defendant Universal Protection Service, LP's Demurrer and Motion to Strike Portions of First Amended Complaint

Tentative Ruling:

To overrule defendant Universal Protection Service's demurrer and deny its motion to strike. To order Universal to file its answer within ten days of the date of service of this order.

Explanation:

Demurrer for Uncertainty: First, to the extent that Universal purports to demur to the entire First Amended Complaint (the FAC) on the ground of uncertainty, defendant did not file a notice of demurrer based on uncertainty. The notice of demurrer only states that defendant is demurring to all three causes of action based on failure to state facts sufficient to constitute a cause of action, not uncertainty. (See Universal's Notice of Demurrer, pp. 1-2.) Thus, the demurrer based on uncertainty is not properly before the court. (See Cal. Rules of Court, rule 3.1320(a).)

In any event, while Universal argues that the FAC is vague and ambiguous as to which defendants are being named in which causes of action and what the basis for the claim against Universal is, it is clear from the allegations of the FAC that plaintiff is suing Universal based on the allegation that it was the employer of Edwards, and that Edwards was acting in the course and scope of his employment with Universal at the time that he attacked and severely injured plaintiff. (FAC, ¶¶ 26, 27.) Therefore, the court intends to overrule the demurrer for uncertainty.

Demurrer to First Cause of Action: With regard to the first cause of action for assault and battery, Universal contends that it cannot be held vicariously liable for Edwards' attack on plaintiff because Edwards actions were not foreseeable and that he was not acting in the course and scope of his employment at the time of the attack. Where an employee's conduct was not committed within the course and scope of his employment, the employer is not vicariously liable for his torts. (*Mary M. v. City of Los Angeles* (1991) 54 Cal.3d 202, 209.) Universal contends that it was entirely unforeseeable that Edwards, who was hired to provide security at Save Mart, would violently attack and injure one of the customers at the store.

Also, Universal argues that plaintiff has not alleged any facts showing that Edwards' actions were intended to further Universal's interests. Universal points out that

the police report attached to the FAC shows that the attack occurred off the Save Mart premises where Edwards worked as a security guard, and that Edwards made comments showing that he had a personal grudge against plaintiff and that he was acting for personal reasons rather than in furtherance of Universal's interests when he attacked plaintiff. Since the assault was not "engendered" by the employment, Universal concludes that it cannot be held vicariously liable for Edwards' assault on plaintiff. (*Lisa M. v. Henry Mayo Newhall Memorial Hospital* (1995) 12 Cal.4th 291, 298.)

"The rule of respondeat superior is familiar and simply stated: an employer is vicariously liable for the torts of its employees committed within the scope of the employment. Equally well established, if somewhat surprising on first encounter, is the principle that an employee's willful, malicious and even criminal torts may fall within the scope of his or her employment for purposes of respondeat superior, even though the employer has not authorized the employee to commit crimes or intentional torts. What, then, is the connection required between an employee's intentional tort and his or her work so that the employer may be held vicariously liable?" (*Lisa M. v. Henry Mayo Newhall Memorial Hospital, supra*, at pp. 296–297, citations and footnote omitted.)

"It is clear, first of all, that California no longer follows the traditional rule that an employee's actions are within the scope of employment only if motivated, in whole or part, by a desire to serve the employer's interests." (*Id.* at p. 297, citation omitted.) "While the employee thus need not have intended to further the employer's interests, the employer will not be held liable for an assault or other intentional tort that did not have a causal nexus to the employee's work." (*Ibid*.) "Because an intentional tort gives rise to respondeat superior liability only if it was engendered by the employment, our disavowal of motive as a singular test of respondeat superior liability does not mean the employee's motive is irrelevant. An act serving only the employee's personal interest is less likely to arise from or be engendered by the employment than an act that, even if misguided, was intended to serve the employer in some way." (*Id.* at p. 298.)

"The nexus required for respondeat superior liability—that the tort be engendered by or arise from the work—is to be distinguished from 'but for' causation. That the employment brought tortfeasor and victim together in time and place is not enough. We have used varied language to describe the nature of the required additional link (which, in theory, is the same for intentional and negligent torts): the incident leading to injury must be an 'outgrowth' of the employment; the risk of tortious injury must be 'inherent in the working environment' or 'typical of or broadly incidental to the enterprise [the employer] has undertaken'" (*Id.* at pp. 298–299, citations and footnote omitted.)

In addition, "[l]ooking at the matter with a slightly different focus, California courts have also asked whether the tort was, in a general way, foreseeable from the employee's duties. Respondeat superior liability should apply only to the types of injuries that 'as a practical matter are sure to occur in the conduct of the employer's enterprise.' The employment, in other words, must be such as predictably to create the risk employees will commit intentional torts of the type for which liability is sought." (*Id.* at p. 299, citation omitted.)

"Ordinarily, the determination whether an employee has acted within the scope of employment presents a question of fact; it becomes a question of law, however, when

'the facts are undisputed and no conflicting inferences are possible.' " (*Mary M. v. City of Los Angeles* (1991) 54 Cal.3d 202, 213.)

In the present case, the facts alleged in the FAC are sufficient to support a claim for vicarious liability against Universal. Plaintiff has alleged that Edwards was acting in the course and scope of his employment with Universal at the time he attacked plaintiff, who was a customer at the Save Mart store where Edwards was working as a security guard. (FAC, ¶¶ 16-18.) As plaintiff was exiting from the store, he was violently attacked by Edwards, who was in uniform and performing work-related duties at the time of the attack. (*Id*. at ¶¶ 17-18, 22.) Edwards' duties included interacting with customers and maintaining order on the premises. (*Id*. at ¶ 22.) The attack on plaintiff arose out of Edwards' work duties, and was a foreseeable consequence of defendants' failure to screen, supervise and manage its personnel. (*Ibid*.) Defendants had a duty to ensure a safe environment for customers on their property, including plaintiff. (*Id*. at ¶ 23.) Their failure to exercise reasonable care in hiring, training and supervising Edwards directly and proximately caused plaintiff's injuries. (*Ibid*.)

Thus, plaintiff has alleged that Edwards was acting in the course and scope of his employment with Universal when he assaulted plaintiff, and that he was acting in furtherance of his work duties. Such allegations are sufficient to state a claim against Universal as the employer of Edwards. While Universal contends that Edwards' attack on plaintiff was so unforeseeable that it cannot be held vicariously liable for his actions as a matter of law, it does not appear from the allegations of the FAC that Edwards' attack on plaintiff was necessarily unforeseeable. Edwards was working as a security guard at the time of the incident. Such work carries an inherent risk of violence, as security guards are expected to maintain order, detain people who engage in theft or violent behavior, and intervene in violent situations. Thus, it was foreseeable that Edwards might become involved in a fight with plaintiff, or even attack him if he believed that plaintiff was stealing from the store. The police report attached to the FAC indicates that plaintiff may have been stealing from Save Mart, which was one reason why Edwards pursued him and attacked him. (Exh. A to FAC.) Edwards may have also had more personal reasons for assaulting plaintiff, who had allegedly made threats to Edwards after another incident. (*Ibid*.) However, at this time, it would be premature to find that Edwards' actions were wholly unforeseeable and that Universal cannot be held liable for his actions. Such factual questions are best resolved through summary judgment or trial, not a demurrer.

Universal also argues that Edwards was acting for his own personal reasons, and thus his conduct was not engendered or related to his duties as a security guard. Again, however, the question of whether Edwards acted for his own reasons or in furtherance of his duties with Universal is an issue of fact that should be resolved through trial or summary judgment, not on demurrer. Universal points to the fact that Edwards allegedly told the police that he assaulted plaintiff because of a prior incident where plaintiff tried to steal from Save Mart and threatened him. (FAC, Exh. A.) However, the police report also states that plaintiff was attempting to steal meat from Save Mart just before the incident. (*Ibid*.) He then went to Walgreens, where he attempted to steal a six-pack of Sprite. (*Ibid*.) He was then confronted by Edwards, who punched him in the face several times. (*Ibid*.)

Edwards told the police that he was working at Save Mart when he was contacted by employees of the store, who called him to provide security. (*Ibid*.) An employee notified him that plaintiff had attempted to steal items from the store. (*Ibid*.) The employee told Edwards that plaintiff was last seen riding his bike toward Walgreens. (*Ibid*.) Edwards stated that he remembered plaintiff from a previous incident two or three weeks earlier, where plaintiff attempted to steal meat from Save Mart. (*Ibid*.) Plaintiff had threatened Edwards and was rude to him. (*Ibid*.) Edwards stated that he was upset by the threat, and that he went to pursue plaintiff at Walgreens. (*Ibid*.) He observed plaintiff stealing a six-pack of Sprite from Walgreens. (*Ibid*.) Edwards confronted plaintiff, saying "Hey, what's up? You remembered [*sic*] me." Edwards then stated, "Hey, you threatened me last time, so I owe you a fist to the face." (*Ibid*.) He then punched plaintiff several times, "to set an example for the prior thefts and the threat he made towards Edwards a month ago." (*Ibid*.)

Thus, the facts in the police report appear to support the theory that Edwards was trying to catch plaintiff and detain him after he stole from Save Mart, although he may also have wanted to retaliate against him for the prior incident where plaintiff threatened him. Edwards was responding to the call for security, where an employee told him that plaintiff was stealing from the store. Edwards pursued plaintiff to Walgreens and punched him in the face, which he claimed was to "set an example for the prior thefts and the threat he made against Edwards a month ago." As a result, it would be premature to conclude based on the allegations of the FAC and the attached police report that Edwards was acting solely for his own reasons when he attacked plaintiff. An equally plausible interpretation is that Edwards was trying to set an example and deter plaintiff or others from stealing from Save Mart, which was part of his job duties. The court will not resolve on demurrer the inherently factual issue of whether Edwards acted solely for his own personal reasons, or whether he was acting in the course and scope of his employment with Universal.

Universal also argues that plaintiff has not alleged any facts showing that it ratified Edwards' conduct, so it cannot be held vicariously liable for his actions. It also contends that there are no allegations that it had actual, as opposed to merely constructive, knowledge of Edwards' actions and ratified his conduct after it occurred.

"'As an alternate theory to respondeat superior, an employer may be liable for an employee's act where the employer either authorized the tortious act or subsequently ratified an originally unauthorized tort. The failure to discharge an employee who has committed misconduct may be evidence of ratification. The theory of ratification is generally applied where an employer fails to investigate or respond to charges that an employee committed an intentional tort, such as assault or battery. Whether an employer has ratified an employee's conduct is generally a factual question.'" (*C.R. v. Tenet Healthcare Corp.* (2009) 169 Cal.App.4th 1094, 1110–1111, citations omitted.)

Here, plaintiff has alleged sufficient facts to show that Universal is liable based on a respondeat superior theory, so it does not also need to allege corporate ratification of Edwards' actions. (*C.R. v. Tenet Healthcare, supra*, at p. 1111, stating that ratification is an alternative theory to respondeat superior.) In any event, plaintiff has also alleged that Universal ratified Edwards' conduct, and that it was aware of prior incidents or warning signs demonstrating that Edwards was unfit for employment. (FAC, ¶ 31.) "Despite this,

Defendants retained and continued to entrust him with direct access to store patrons." (*Ibid*.) Defendants failed to properly screen, supervise or remove Edwards, who was plainly unfit for the role assigned to him. (*Id*. at ¶ 34.) Defendants knew or should have known that Edwards posed a particular risk of harm due to a history or aggressive or violent behavior, prior disciplinary incidents, poor temperament, or other red flags that became apparent through background checks, internal complaints, or his performance on the job. (*Id*. at p 35.) "Specifically, and on information and belief, Defendant Edwards had a history of violent outbursts, lacked the proper emotional stability and training for the position, was prone to confrontation, and had previously exhibited conduct inconsistent with the responsibilities of the job. Defendants either failed to conduct adequate background checks, ignored internal warnings or complaints, or failed to adequately discipline or retrain Defendant Edwards." (*Id*. at ¶ 36.)

Thus, plaintiff has adequately alleged that Universal ratified Edwards' conduct and continued to retain him despite prior knowledge of his unfitness. To the extent that defendant contends that plaintiffs need to allege more specific facts showing that Universal had actual knowledge of Edwards' unfitness before the incident, or ratified his conduct after the incident by failing to discipline or fire him, such facts are likely within the knowledge and possession of defendant rather than plaintiff. As a result, the court will allow plaintiff to maintain his cause of action and conduct discovery into the facts, rather than dismissing his claims now for lack of specificity. Therefore, the court intends to overrule the demurrer to the first cause of action.

Demurrer to Second Cause of Action: Next, Universal demurs to the second cause of action for negligent hiring, supervision and retention. Universal contends that there are no facts showing that it knew or should have known that Edwards was unfit or that he was likely to engage in a violent attack on plaintiff or anyone else. However, Universal's has not shown that plaintiff's FAC is insufficiently alleged for the same reasons discussed above with regard to the first cause of action. Plaintiff has alleged that Universal negligently hired, supervised, and retained Edwards, despite its knowledge that Edwards was unfit and was prone to violence. (FAC, ¶¶ 34-36.) Defendant had prior knowledge of Edwards' violent tendencies due to a history of violent behavior, prior disciplinary incidents, poor temperament, or other red flags that became apparent through background checks, internal complaints, or his performance on the job. (*Id*. at ¶ 25.) Defendants failed to act despite this information. (*Ibid*.)

Such facts are more than enough to support a negligent hiring, supervision and retention cause of action. Universal seems to be arguing that plaintiff has to plead specific, evidentiary facts in order to state a claim for negligent hiring. However, on demurrer, a plaintiff only needs to allege sufficient ultimate facts to state the elements of his cause of action. He does not need to allege specific evidentiary facts in order to state a claim. (*Mahan v. Charles W. Chan Ins. Agency, Inc.* (2017) 15 Cal.App.5th 841, 848, fn. 3.) Here, plaintiff has alleged sufficient ultimate facts to state a claim for negligent hiring, supervision, and retention. Therefore, the court intends to overrule the demurrer to the second cause of action.

Demurrer to Third Cause of Action: Finally, defendant demurs to the third cause of action for intentional infliction of emotional distress, contending that plaintiff has not alleged any facts showing that Universal engaged in any outrageous conduct necessary

to support the IIED claim, or that it ratified Edwards' conduct after the fact. Universal contends that Edwards was not acting in his capacity as an employee of Universal when he attacked plaintiff, and that he was simply engaged in a quarrel with plaintiff.

However, as discussed above, plaintiff has adequately alleged that Edwards was acting in the course and scope of his employment with Universal when he attacked and severely injured plaintiff. Edwards was working as a security guard at Save Mart, he was in uniform, and he was responding to a report that plaintiff had just stolen from the store. (Exh. A to FAC.) He pursued plaintiff to the nearby Walgreens store, confronted him, and punched him several times in the face. (*Ibid*.) He stated that he intended to "set an example" because plaintiff had previously stolen from Save Mart and had threatened him. (*Ibid*.) Thus, plaintiff has adequately alleged that Edwards was acting in the course and scope of his employment, and that he was not simply engaging in a private quarrel with plaintiff for his own reasons.

In addition, plaintiff has adequately alleged that Edwards' conduct was extreme or outrageous for the purpose of stating an IIED claim.[1] He has alleged that Edwards pursued him from Save Mart to a nearby Walgreens store, assaulted and severely beat him without provocation, breaking his jaw and several of his teeth. (FAC, ¶ 48, and Exhibit A thereto.) Plaintiff was defenseless during the attack and did not provoke, invite, or consent to any physical contact. (*Id*. at ¶ 49.) Plaintiff suffered severe injuries as a result of the attack. (*Id*. at ¶ 50.) Therefore, plaintiff had sufficiently alleged that Edwards' conduct was extreme and outrageous, which supports a cause of action for IIED.

Also, while Universal argues that plaintiff has not sufficiently alleged that it ratified Edwards' conduct, plaintiff has alleged that Universal knew of his violent tendencies and unfitness for his job role due to his "history of aggressive or violent behavior, prior disciplinary incidents, poor temperament, or other red flags that became apparent through background checks, internal complaints, or his performance on the job. Despite this knowledge, defendants negligently and/or recklessly failed to act." (FAC, ¶ 35.) "Specifically, and on information and belief, Defendant Edwards had a history of violent outbursts, lacked the proper emotional stability and training for the position, was prone to confrontation, and had previously exhibited conduct inconsistent with the responsibilities of the job. Defendants either failed to conduct adequate background checks, ignored internal warnings or complaints, or failed to adequately discipline or retrain Defendant Edwards." (*Id*. at ¶ 36.) Thus, plaintiff has adequately alleged facts showing that Universal ratified Edwards' conduct. To the extent that Universal seeks additional facts to support the claim, such facts are likely within Universal's knowledge and do not need to be alleged in order to state a claim. Furthermore, Universal should be able to learn more detailed facts during discovery. Therefore, the court intends to overrule the demurrer to the third cause of action for IIED.

Motion to Strike: To the extent plaintiff argues that the motion to strike is untimely because defendant's declaration in support of an automatic extension of time was false

[1] "The elements of the tort for intentional infliction of mental distress are: (1) outrageous conduct by the defendant, (2) intention to cause or reckless disregard of the probability of causing emotional distress, (3) severe emotional suffering and (4) actual and proximate causation of emotional distress." (*Stoiber v. Honeychuck* (1980) 101 Cal.App.3d 903, 921, citations omitted.)

and does not support the requested extension, the court has already rejected this argument in its ruling taking plaintiff's motion to strike the declaration off calendar as moot. (See court's order dated October 22, 2025.) The court noted that, not only was the motion moot because the demurrer and motion to strike had already been filed, but also that the motion's "only effect would be to render the demurrer and motion to strike untimely filed. A trial court may exercise its discretion to allow an answer to be filed late where the plaintiff has not effected the entry of default. (*Bank of Haywards v. Kenyon* (1917) 32 Cal.App. 635, 636-637.) This court's general practice is to allow such late filed responsive pleadings." (*Ibid*.) Thus, the court essentially ruled that, even if the motion to strike and demurrer had been filed late, it was going to consider their merits despite their lateness. The court will not revisit this issue now.

Next, Universal has argued that plaintiff has not alleged sufficient facts to show that it had advance knowledge of Edwards' unfitness and failed to protect plaintiff from him, nor has he alleged any facts showing that an officer, director or managing agent of defendant authorized or ratified Edwards' conduct. (Civil Code, § 3294, subd. (b).) However, plaintiff has alleged that, "upon information and belief, Defendants authorized, ratified, or were aware of prior incidents or warning signs demonstrating that Defendant Edwards was unfit for employment. Despite this, defendants retained and continued to entrust him with direct access to store patrons. Defendants' conduct in retaining defendant Edwards with conscious disregard for public safety supports an award of punitive damages under Civil Code § 3294(b)." (FAC, ¶ 31.)

In addition, plaintiff alleges that, "On information and belief, Defendants knew or should have known that Defendant Edwards posed a particular risk of harm due to a history of aggressive or violent behavior, prior disciplinary incidents, poor temperament, or other red flags that became apparent through background checks, internal complaints, or his performance on the job. Despite this knowledge, Defendants negligently and/or recklessly failed to act." (*Id*. at ¶ 35.)

"Specifically, and on information and belief, Defendant Edwards had a history of violent outbursts, lacked the proper emotional stability and training for the position, was prone to confrontation, and had previously exhibited conduct inconsistent with the responsibilities of the job. Defendants either failed to conduct adequate background checks, ignored internal warnings or complaints, or failed to adequately discipline or retrain Defendant Edwards." (*Id*. at ¶ 36.) "Defendants' failure to take reasonable preventative steps, including failing to investigate, monitor, supervise, or terminate Defendant Edwards, created a foreseeable and unreasonable risk of harm to customers like Plaintiff." (*Id*. at ¶ 37.) "Defendants acted with gross negligence or, in the alternative, negligence, in retaining and continuing to entrust Defendant Edwards with job duties involving public interaction despite knowledge of his unfitness for such work." (*Id*. at ¶ 37.)

"In addition, upon information and belief, Defendants ratified Edwards's conduct and/or were aware of prior complaints, warning signs, or misconduct demonstrating that Defendant Edwards was unfit for employment. Defendants nonetheless retained him in a public-facing role, thereby acting with conscious disregard for the safety and emotional well-being of patrons such as Plaintiff. This supports the imposition of punitive damages against all Defendants under Civil Code § 3294(b)." (*Id*. at ¶ 52.)

Thus, plaintiff has sufficiently alleged that Universal was aware of Edwards' unfitness and violent tendencies and nevertheless hired or retained him as a security guard despite the danger of violence that he posed to members of the public. Such allegations are sufficient to support a prayer for punitive damages under Civil Code section 3294, subdivision (b). Also, to the extent that defendant argues that plaintiff also needs to allege more specific facts, including the name of the officer, director or managing agent who ratified Edwards' conduct, such specific allegations are not necessary in order to state a claim for punitive damages. It is enough to allege that defendant was aware of the risk posed by its employed at the time it hired him, or retained him despite learning of his unfitness later. (Civil Code, § 3294, subd. (b).)

In any event, the names of corporate officers, directors or managing agents who ratified Edwards' conduct and other supporting evidence is likely to be in the possession of Universal and not readily available to plaintiff at this time. Such evidence can be obtained through discovery. Therefore, the court intends to deny the motion to strike the prayer for punitive damages and supporting allegations and order Universal to file its answer.

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 11/17/2025.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Morecraft v. Ford Motor Company***
Superior Court Case No. 24CECG00787

Hearing Date: November 20, 2025 (Dept. 501)

Motion: by Defendants for Summary Adjudication

Tentative Ruling:

To deny.

Explanation:

Summary adjudication is the proper mechanism for challenging a particular, "cause of action, an affirmative defense, a claim for punitive damages, or an issue of duty." (*Paramount Petroleum Corp. v. Superior Court* (2014) 227 Cal.App.4th 226, 242.) However, "[a] motion for summary adjudication shall be granted only if it completely disposes of a cause of action, an affirmative defense, a claim for damages, or an issue of duty." (Code Civ. Proc., § 437c, subd. (f)(1); see also *Catalano v. Superior Court* (2000) 82 Cal.App.4th 91, 97 [piecemeal adjudication prohibited].)

Burden

The ultimate burden of persuasion rests on the defendant, as the moving party. The initial burden of production is on the defendant to show by a preponderance of the evidence, that it is more likely than not that a given element cannot be established or that a given defense can be established. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850.) The defendant must support the motion for summary adjudication with evidence, including, but not limited to, declarations, admissions, answers to interrogatories, depositions, and matters of which judicial notice may be taken. (Code Civ. Proc., § 437c, subd. (b).) Defendants can meet this burden by producing affirmative evidence negating an essential element of a plaintiff's claim. (*Guz v. Bechtel Nat. Inc.* (2000) 24 Cal.4th 317, 324.) Defendants can also meet this burden by showing that a plaintiff does not have evidence and cannot reasonably obtain said evidence on an essential element of a plaintiff's claim. (*Aguilar, supra*, 25 Cal.4th at 855.)

If the defendant carries this initial burden of production, the burden of production shifts to the plaintiff to show that a triable issue of material fact exists. The plaintiff does this if he can show, by a preponderance of the evidence, that it is more likely than not that a given element can be established or that a given defense cannot be established. (*Aguilar*, *supra*, 25 Cal.4th at 852.)

Here, defendants failed to file any supporting evidence. A compendium of evidence was filed, but this is merely a list. None of the documents listed in the compendium were filed with the moving papers. No declarations were filed by defendants either. As such, defendants have not provided any evidence to support the

motion. Therefore, defendants have not met their burden and plaintiff has no burden to oppose. For this reason, the motion is denied.

Non-Compliant Separate Statement

California Rules of Court, rule 3.1350(b), provides, "If summary adjudication is sought, whether separately or as an alternative to the motion for summary judgment, the specific cause of action, affirmative defense, claims for damages, or issues of duty must be stated specifically in the notice of motion and be repeated, verbatim, in the separate statement of undisputed material facts." Also, where there are multiple issues presented for summary adjudication, each issue must have a separate section heading indicating the issue number and issue. (Cal. Rules of Court, rule 3.1350(d).) Here, defendant did not separate out the issues in the separate statement. Instead, defendant submitted 35 material facts with no designation as to which issues they were meant to address. The court could also deny the motion for failure to comply with the separate statement requirements. (Code Civ. Proc., § 437c, subd. (b)(1).)

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 11/18/2025.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re:	***In Re: The Petition of CBC Settlement Funding, LLC*** Superior Court Case No. 25CECG04077
Hearing Date:	November 20, 2025 (Dept. 501)
Motion:	by Petitioner CBC Settlement Funding, LLC for Approval of Transfer of Payment Rights

Tentative Ruling:

To continue the matter to Thursday, December 18, 2025, at 3:30 p.m. in Department 501 so petitioner and Francisco Ruiz can provide supplemental declarations. The supplemental declarations are to be filed no later than December 5, 2025.

Explanation:

The Structured Settlement Protection Act governs transfers of structured settlement payments to factoring companies for immediate cash payments. (See Ins. Code, §§ 10134 et seq.) The Act's purpose is to "protect structured settlement payees from exploitation by factoring companies." (*RSL Funding, LLC v. Alford* (2015) 239 Cal.App.4th 741, 745.) The Act provides that a transfer of structured settlement payment rights is void unless the following conditions are met:

1) The transfer is fair and reasonable, and in the payee's best interest, taking into account the welfare and support of the payee's dependents (Ins. Code, § 10137, subd. (a)); and
2) The transfer complies with the requirements of the Act, will not contravene other applicable law, and the judge has reviewed and approved the transfer (Ins. Code, § 10137, subd. (b); Ins. Code, § 10139.5.).

To determine what is fair and reasonable, and in the payee's best interest, the court is to consider the totality of the circumstances and the factors listed in Insurance Code section 10139.5, subdivision (b), including the purpose of the transfer and the payee's financial and economic situation. (Ins. Code, § 10139.5.)

Here, the court has insufficient information to determine whether the transfer is fair and reasonable. First, the agreement is for the transfer of 96 monthly payments beginning October 1, 2025. The hearing for this matter occurs after this date. Petitioner is to submit a supplemental declaration addressing the October, November and December payments. Second, there is no description of the overall settlement. The court has no information about the total settlement amount and whether 96 payments represents the remaining payments from the settlement. Ruiz indicates he will still receive $7,290 from his annuity. (Ruiz Decl., ¶ 7.) The court seeks clarification on the total amount Ruiz receives monthly and whether all of the settlement payments are monthly. Lastly, the court seeks clarification regarding Ruiz's intent to use the funds to make a down payment on a home. Does Ruiz intend to use the entire $150,000 toward a down payment? Has Ruiz already

found a home to purchase and what is the price of the home? Ruiz indicates he is unemployed. (Ruiz Decl., ¶ 6.) If the price of the home is more than $150,000, how does Ruiz intend to make mortgage payments? The court is continuing the matter so that petitioner and Ruiz may each file supplemental declarations addressing these concerns.

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 11/18/2025.
(Judge's initials) (Date)

(47)

Tentative Ruling

Re: ***James Shipes v The Senior Citizens' Village***
Superior Court Case No. 24CECG02377

Hearing Date: November 20, 2025 (Dept. 501)

Motion: by Plaintiff to Enforce Settlement

Tentative Ruling:

To grant the motion to enforce a settlement and award post-judgment interest. To deny plaintiff's request for pre-judgment interest and attorney fees.

Explanation:

Under Code of Civil Procedure section 664.6, "[i]f parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement." "For purposes of this section, a writing is signed by a party if it is signed by any of the following: (1) The party. (2) An attorney who represents the party." (Code Civ. Proc., § 664.6, subd. (b)(1), (2), paragraph breaks omitted.)

"If the court determines that the parties entered into an enforceable settlement, it should grant the motion and enter a formal judgment pursuant to the terms of the settlement. The statute expressly provides for the court to 'enter judgment pursuant to the terms of the settlement.'" (*Hines v. Lukes* (2008) 167 Cal.App.4th 1174, 1182-1883, internal citations omitted.)

On August 12, 2025, plaintiff and defendant entered into a written "Release of All Claims" ("the Release") to resolve this matter. (Fernandez Decl., Exh. 1.) Under the Release, defendant agreed to pay plaintiff the sum of $12,500.00 in exchange for plaintiff's dismissal of the action with prejudice and a comprehensive release of all claims.

Plaintiff executed the Release and returned it to defendant's representatives. Plaintiff's attorney thereafter provided the payee information and Taxpayer Identification Number (TIN) for issuance of the settlement check.

Plaintiff's attorney did not complete all required information pertaining to Internal Revenue Service (IRS) Form W-9. Defendant withheld payment for this reason. (Fernandez Decl., ¶ 3.)

For settlements, a defendant is required to issue an IRS Form 1099 to a plaintiff under Internal Revenue Code section 6041. In addition, if the proceeds are jointly payable to attorney and plaintiff, a defendant is required to issue an IRS Form 1099 to the

attorney under Internal Revenue Code section 6045, subdivision (f)(2)(A), as amounts paid "in connection with legal services."

Based on the facts presented, defendants are in possession of the required information to fill out the required IRS Form 1099s for plaintiff and plaintiff's attorney. Defendant has not demonstrated that the information they seek that was not completed in IRS Form W-9 is required under these specific circumstances in order for defendants to comply with the federal tax reporting requirements. Furthermore, there is no clause in the Release requiring that all fields in IRS Form W-9 be completed.

As a result, defendant breached the settlement agreement, and the court intends to enter judgment pursuant to the terms of the settlement in the amount of $12,500.

In addition to the settlement amount, plaintiff requests that the total judgment include pre-judgment interest. The executed agreement was made on August 12, 2025. It is unclear when the breach occurred. The date of the Release is not necessarily the date when the breach occurred. Plaintiff has not presented facts demonstrating when the breach occurred. Therefore, the court will not include the requested pre-judgment interest in the judgment.

Plaintiff also requests attorney fees under Civil Code section 1717. Civil Code Section 1717, subdivision (a), states: "In any action on a contract, where the contract specifically provides that attorney's fees and costs, which are incurred to enforce that contract, shall be awarded either to one of the parties or to the prevailing party, then the party who is determined to be the party prevailing on the contract, whether he or she is the party specified in the contract or not, shall be entitled to reasonable attorney's fees in addition to other costs." The Release does not provide a clause for attorney fees. As such, the court does not have a basis to award such fees.

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 11/18/2025.
(Judge's initials) (Date)

(36)

Tentative Ruling

Re: ***Davis, et al. v. Omobolajiadeola Delu Properties and Investment, LLC***
Superior Court Case No. 23CECG01680

Hearing Date: November 20, 2025 (Dept. 501)

Motion(x2): Petitions for Compromise of Minors

Tentative Ruling:

To deny without prejudice. In the event that oral argument is requested the minors are excused from appearing.

Explanation:

Petitioner requests that the minors' settlement monies be paid to her pursuant to Probate Code sections 3401-3402. While this is a permissible order for the court to make, there are no facts showing why this is in the minor's best interest. Especially where it is represented that the minors have all fully recovered from their injuries or did not sustain any physical injuries. The court strongly prefers having each settlement amount deposited in a separate blocked account until each minor attains age 18, unless there are overriding reasons for not doing so.

Also, further explanation is required to explain the allocation of the settlement proceeds. Petitioner represents that the majority of the settlement proceeds ($170,000) will be awarded to her with little explanation for that determination.

Finally, petitioner must submit a completed proposed Order Approving Compromise of Claim (mandatory Judicial Council Form MC 351) for each minor respectively.

Pursuant to California Rules of Court, Rule 3.1312 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 11/18/2025.
(Judge's initials) (Date)

(36) **Tentative Ruling**

Re: ***Sayakhammy v. Pulido, et al.***
Superior Court Case No. 24CECG03018

Hearing Date: November 20, 2025 (Dept. 501)

Motion: Default Prove-Up

Tentative Ruling:

To deny without prejudice.

Explanation:

The following issues prevent entry of judgment at this time:

First, plaintiff has not filed the required "Request for Court Judgment" form (Judicial Council Form CIV-100). This is a *dual-purpose* form, used for requesting both entry of default and court judgment. Plaintiff used the form on August 22, 2025, when requesting entry of default; however, he has not submitted the form to support his request for court judgment. Use of Judicial Council form CIV-100 is mandatory. (Cal. Rules of Court, rule 3.1800(a).)

Second, plaintiff must dismiss the Doe defendants prior to seeking default judgment. (Cal. Rules of Court, rule 3.1800(a)(7).)

Third, plaintiff must file a proposed judgment (Cal. Rules of Court, rule 3.1800(a)(6).)

Finally, plaintiff must provide more evidence to prove up the amount of his damages, i.e., the $550,000 he seeks in special damages. By defaulting, defendants admit liability for the debt or obligation on all well pled causes of action. (*Morehouse v. Wanzo* (1968) 266 Cal.App.2d 846, 853. A default does not, however, admit that the amount prayed for is the proper amount. (*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).) Here, for example, no documentation is provided to support the amount of special damages sought. Plaintiff's declaration summarily estimating the amount of his damages is insufficient. (*Walnut Creek Manor v. Fair Employment & Hous. Comm'n* (1991) 54 Cal.3d 245, 255 [special damages are "pecuniarily measurable."].) Additionally, no evidence is provided to allow the court to make a determination of appropriate general damages.

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 11/18/2025.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Consolidated Electrical Distributors, Inc. v. 4th Day Energy***
Superior Court Case No. 24CECG01870

Hearing Date: November 20, 2025 (Dept. 501)

Motion: By Defendant 4th Day Energy to Set Aside Default

Tentative Ruling:

To deny.

Explanation:

Defendant 4th Day Energy ("defendant") seeks to set aside the entry of default against it based on the court's inherent authority. After six months from entry of default, a trial court may still vacate a default on equitable grounds even if statutory relief is unavailable. (*Olivera v. Grace* (142) 19 Cal.2d 570, 575-576.) Such grounds include extrinsic fraud and extrinsic mistake. (*Bae v. T.D. Service Co. of Arizona* (2016) 245 Cal.App.4th 89, 97.)

Defendant does not clearly identify what equitable grounds upon which it seeks relief. Defendant submits only that it is a corporation incapable of representing itself, and that until at least August 2025 it was unable to afford to retain counsel.

Extrinsic fraud usually arises where a party is denied a fair adversary hearing because it has been deliberately kept in ignorance of the action or proceeding, or in some other way fraudulently prevented from presenting its claim or defense. (*Kulchar v. Kulchar* (1969) 1 Cal.3d 467, 471.) This is inapplicable to the two facts presented by defendant.

Extrinsic mistake is found when, among other things, a mistake leads a court to do what it never intended. (*Rappleyea v. Campbell* (1994) 8 Cal.4th 975, 981.) In other words, relief from a default is potentially available when the clerk or trial court erred in entering them. (*Bae v. T.D. Service Co. of Arizona*, *supra*, 245 Cal.App.4th at p. 98.) This would also appear inapplicable to the two facts presented. Defendant does not suggest that the default was improvidently entered.

Defendant submits no other equitable grounds aside from an inability to afford counsel. Defendant provides no explanation as to what efforts it made to avoid consequences since the entry of default against it was entered on July 30, 2024, either through communication with plaintiff Consolidated Electrical Distributors, Inc., or what steps it took to secure funds prior to August 2025. The court finds no equitable basis, including mistake, inadvertence, surprise or neglect, to excuse the undue delay in the relief sought.

For the above reasons, the motion is denied.

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 11/19/2025.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Ramirez v. Cruz-Page et al.***
Superior Court Case No. 24CECG02067

Hearing Date: November 20, 2025 (Dept. 501)

Motion: Petitions to Compromise Minor's Claim

Tentative Ruling:

To deny without prejudice. Petitioner must file new petitions, with appropriate supporting papers and proposed orders, and obtain a new hearing date for consideration of the amended petitions. In the event that oral argument is requested, all of the minors are excused from appearing.

Explanation:

Each of the three Petitions to Compromise the claims of plaintiffs Aldo Ramirez, Ana Ramirez and Alessandro Ramirez carry the same type of issue regarding Item 12, which reports medical expenses.

As to Ana Ramirez, the Petition reports total medical expenses of $2,381.56. This appears to capture the portion owed to Medi-Cal twice because the services covered by Medi-Cal were independently reported as their own expenses. Namely, American Ambulance, Valley Children's Hospital, and the radiologist, Brian Pugmire, MD, were all covered under the $792.28 paid out by Medi-Cal. Per the lien notice, Medi-cal seeks $594.21 in reimbursement. That was reported and included in Item 12(b)(4)(c). Accordingly, the amounts owed to American Ambulance and Valley Children's, at Item 12(b)(5)(b)(i) and (ii) appear to be redundantly restated. No information was provided as to why the emergency room physician charge from EMP Partners of Madera was not included in Medi-Cal coverage. Nor is there any explanation as to why Allstate Insurance Company is listed as a medical provider with an outstanding balance of $707.70. Removing the apparently redundant reporting, the total amount between the Medi-Cal lien, EMP Partners, and the Allstate Insurance claim total to $2,386.91, which does not agree with the reported total of $2,381.56 at Item 16(b).

Similiarly, as to Aldo Ramirez, certain information appears to be redundantly reported without the benefit of Medi-Cal's lien reduction. No information was provided as to why the emergency room physician charge of $572.24 from EMP Partners of Madera was not covered by Medi-Cal. The sum total of the Medi-Cal lien of $561.84 with the balance from EMP Partners totals to $1,134.08, which does not agree with the reported total of $1,321.26 at Item 16(b).

Finally, as to Alessandro Ramirez, no information was provided as to why the hospital charges from Valley Children's in the amount of $1,822.23, or the emergency room physician charges from EMP Partners of Madera in the amount of $572.24, were not covered by Medi-Cal. No explanation was provided as to why Allstate Insurance

Company is listed as a medical provider with an outstanding balance of $52.42. Allstate appears to be redundantly and inconsistently reported at page 12 of 57 of the packet submitted, and again at page 50 of 57 of the packet submitted. At page 50, Medi-Cal is redundantly listed at Item 12(b)(5)(b). The sum total of charges total $2,745.15, which does not agree with the reported amount of $2,762.60 at Item 16(b).

In sum as to Item 12 across all Petitions, petitioner fails to accurately report and account for the medical expenses to be paid from the proposed settlements.

Regarding Item 13, only as to Ana Ramirez do fees incorporate an additional settlement payment from Allstate. Whereas Aldo and Alessandro seek a fee award of 25 percent of their respective gross settlements of $4,950 and $7,500, the fees sought from Ana are not limited to the settlement amount of $6,000. Rather, as to Ana, the fees are calculated from $6,935.61 without explanation for the deviation. Nor is it clear on whose behalf Allstate is providing payments or why Allstate is both paying a portion of the settlement and also being claimed as an expense against the settlements as to Ana and Alessandro.

For the above reasons, the Petitions are 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: DTT on 11/19/2025.
(Judge's initials) (Date)

(27)

Tentative Ruling

Re: ***Timothy Blevins v. Cheryl Medrano***
Superior Court Case No. 25CECG04177

Hearing Date: November 20, 2025 (Dept. 501)

Motion: by Defendants to Quash Service of Summons

Tentative Ruling:

To deny.

Explanation:

Proper service of summons is required to establish personal jurisdiction over the party. (*In re Jennifer O.* (2010) 184 Cal.App.4th 539, 547.) Nevertheless, "a proof of service creates a rebuttable presumption that the service was proper." (*Dill v. Berquist Construction Co.* (1994) 24 Cal.App.4th 1426, 1441) In addition, in evaluating the effectiveness of service, the court is guided by the principle that "[s]tatutes governing substitute service shall be 'liberally construed to effectuate service and uphold jurisdiction *if actual notice has been received by the defendant*.... [Citation.]'" (*Ellard v. Conway* (2001) 94 Cal.App.4th 540, 544, emphasis added.)

Defendants' motion is not supported by a declaration, which, apart from limited exceptions, is typically required in all motions. (See Cal. Rules of Court, rule 3.1306(a); Code Civ. Proc., § 2015.5.) Furthermore, although it contends there are "omit[ed] details" (Points & Auth. at p. 2:20), the motion does not identify any specific defects with the proofs of service and accompanying declaration of diligence. Consequently, the motion is substantively deficient.

In addition, as noted in the opposition, there are several procedural defects plaguing defendants' motion, particularly the inadequate service time (Code Civ. Proc., § 1005, subd. (b)) and the absence of signature on the points and authorities.

Therefore, the motion is denied.

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 11/19/2025.
(Judge's initials) (Date)