**Tentative Rulings for January 14, 2026**
**Department 502**

**For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)**

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**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.***

**24CECG01936** ***Danny Williams v. The Testate and Intestate Successors of Bernice H. Flowers***

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

**23CECG03559** ***Angelica McGrew v. Clovis Unified School District*** **is continued to Wednesday, January 21, 2026, at 3:30 p.m. in Department 502.**

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**(Tentative Rulings begin at the next page)**

# Tentative Rulings for Department 502

Begin at the next page

(34)

**Tentative Ruling**

Re: ***Turner v. Rudolph, et al.***
Superior Court Case No. 23CECG02326

Hearing Date: January 14, 2026 (Dept. 502)

Motion: by Defendants for Terminating Sanctions

**Tentative Ruling:**

To deny the motion for terminating sanctions. To grant the motion for monetary sanctions for failure to comply with the court's order. (Code Civ. Proc. §§ 2030.290, subd. (c) and 2031.300, subd. (c).)

To deny, without prejudice, the motion for monetary sanctions pursuant to Code of Civil Procedure section 177.5.

**Explanation:**

Section 2023.010 defines "misuses of the discovery process" as including "disobeying a court order *to provide discovery*." (Code Civ. Proc. § 2030.010, subd. (g), emphasis added.) Section 2023.030 states, in relevant part:

> To the extent authorized by the chapter governing any particular discovery method or any other provision of this title, the court, after notice to any affected party, person, or attorney, and after opportunity for hearing, may impose the following sanctions against anyone engaging in conduct that is a misuse of the discovery process:
>
> * * *
>
> (d) The court may impose a terminating sanction by one of the following orders:
>
> * * *
>
> (3) An order dismissing the action or any part of the action, of that party.

(Code Civ. Proc. § 2023.030, subd. (d)(3).)

Accordingly, terminating sanctions must be authorized by a specific discovery statue; they are not available merely because they are an option listed in section 2023.030.

*Order Compelling Discovery Responses:*

The failure to timely respond to interrogatories is controlled by Code of Civil Procedure section 2030.300. That section provides that if a party unsuccessfully makes or opposes a motion to compel a further response to interrogatories, unless it finds that the one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust, the court "shall" impose

monetary sanctions. (Code Civ. Proc. §2030.290, subd. (c).) It is only when a party disobeys an order compelling responses that a terminating sanction is called for.

> If a party then fails to obey an order compelling answers, the court may make those orders that are just, including the imposition of an issue sanction, an evidence sanction, or a terminating sanction under Chapter 7 (commencing with Section 2023.010). In lieu of or in addition to that sanction, the court may impose a monetary sanction under Chapter 7 (commencing with Section 2023.010).

(See Code Civ. Proc., § 2030.290, subd. (c).)

A party's failure to obey an order to respond to requests for production of documents is also subject to "the imposition of an issue sanction, an evidence sanction, or a terminating sanction under Chapter 7 (commencing with Section 2023.010)." (Code Civ. Proc. § 2031.300, subd. (c).)

Courts generally follow a policy of imposing the least drastic sanction required to obtain discovery or enforce discovery orders, because the imposition of terminating sanctions is a drastic consequence, one that should not lightly be imposed, or requested. (*Ruvalcaba v. Government Employees Ins. Co*. (1990) 222 Cal.App.3d 1579, 1581.) Sanctions are supposed to further a legitimate purpose under the Discovery Act, i.e. to compel disclosure so that the party seeking the discovery can prepare their case, and secondarily to compensate the requesting party for the expenses incurred in enforcing discovery. Sanctions should not constitute a "windfall" to the requesting party; i.e. the choice of sanctions should not give that party more than would have been obtained had the discovery been answered. (Rylaarsdam & Edmon, *California Practice Guide: Civil Procedure Before Trial* (The Rutter Group 2019) § 8:1213.) "The sanctions the court may impose are such as are suitable and necessary to enable the party seeking discovery to obtain the objects of the discovery he seeks but the court may not impose sanctions which are designed not to accomplish the objects of the discovery but to impose punishment. [Citations.]" (*Caryl Richards, Inc. v. Superior Court* (1961) 188 Cal.App.2d 300, 304.)

Appellate courts have generally held that before imposing a terminating sanction, trial courts should usually grant lesser sanctions first. (Rylaarsdam & Edmon, *supra*, § 8:1215.) However this is not an "inflexible" policy, and it is not an abuse of discretion to issue terminating sanctions on the first request, where circumstances justify it (e.g. where the violation is egregious or the party is using failure to respond as a delaying tactic). (*Id*. at § 8:1215.1; *Mileikowsky v. Tenet Healthsystem* (2005) 128 Cal.App.4th 262, 279-280 ["A decision to order terminating sanctions should not be made lightly. But where a violation is willful, preceded by a history of abuse, and the evidence shows that less severe sanctions would not produce compliance with the discovery rules, the trial court is justified in imposing the ultimate sanction. [Citation.]".)

Here, plaintiff was ordered on April 8, 2025 to provide initial responses to interrogatories and requests for production and pay monetary sanctions to defendant's counsel. On April 18, 2025, defense counsel met and conferred with plaintiff's counsel regarding deficient responses received and the parties agreed to extend the time for plaintiff to provide responses. (Golden Decl., ¶ 8, Ex. E.) The parties' stipulation to extend

the deadline to provide supplemental responses was filed on May 1, 2025 extending the time to provide responses to May 15, 2025. (*Id*., ¶ 8, Ex. F.) On May 22, 2025 plaintiff served supplemental response by email. (*Id*., ¶ 9, Ex. G.) The court-ordered sanctions were not paid timely and as of the date defendants filed the motion at bench had not been paid. (*Id*., ¶ 11.) Defendants asserts there are remaining deficiencies in the supplemental responses. (*Id*., ¶ 10.)

Although untimely, plaintiff has complied with the order to provide discovery responses but has not paid the court-ordered sanctions. The failure to pay sanctions is not within the conduct constituting a misuse of the discovery process in Code of Civil Procedure section 2023.010 and will not support an order for terminating sanctions or additional monetary sanctions under section 2023.030. Defendants' motions for terminating and additional sanctions under the Discovery Act are denied.

Plaintiff counsel's failure to pay the court-ordered sanctions is the basis of defendants' additional request for monetary sanctions pursuant to Code of Civil Procedure section 177.5. The notice of motion seeks sanctions jointly and severally against plaintiff and her attorney. Neither the notice of motion nor memorandum indicate the amount of sanctions sought pursuant to section 177.5.

Code of Civil Procedure section 177.5 provides in pertinent part, "[a] judicial officer shall have the power to impose reasonable money sanctions, not to exceed fifteen hundred dollars ($1,500), notwithstanding any other provision of law, payable to the court, for any violation of a lawful court order by a person, done without good cause or substantial justification." Defendants have provided evidence that plaintiff failed to comply with the court's April 8, 2025 order issuing discovery sanctions for plaintiff's failure to provide timely discovery responses. (Golden Decl., ¶ 11.) Plaintiff's opposition makes no argument and provides no evidence that the failure to comply with this order was done with good cause or substantial justification. Instead, plaintiff argues the unpaid sanctions can be enforced by a money judgment. This argument suggests plaintiff has no intention of complying with the court's order but will instead force defendants to seek a money judgment to enforce the discovery sanctions issued by the court.

Although plaintiff and her counsel have failed to demonstrate good cause or substantial justification for the plaintiff's failure to pay $1,580 in discovery sanctions to defense counsel pursuant to the April 8, 2025 order of the court, the court is unable to grant defendants' request for additional sanctions due to the inadequate notice of the amount sought. The motion for sanctions pursuant to Code of Civil Procedure section 177.5 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: KCK on 01/12/26.**
(Judge's initials) (Date)

(37)

**Tentative Ruling**

Re: ***Baker v. Hyundai Motor America***
Superior Court Case No. 24CECG05546

Hearing Date: January 14, 2026 (Dept. 502)

Motion: By Defendant to Compel Arbitration

**Tentative Ruling:**

To deny.

**Explanation:**

In moving to compel arbitration, defendant must prove by a preponderance of evidence the existence of the arbitration agreement and that the dispute is covered by the agreement. The party opposing the motion must then prove by a preponderance of evidence that a ground for denial of the motion exists (e.g., fraud, unconscionability, etc.) (*Rosenthal v. Great Western Fin'l Securities Corp.* (1996) 14 Cal.4th 394, 413-414; *Hotels Nevada v. L.A. Pacific Ctr., Inc.* (2006) 144 Cal.App.4th 754, 758; *Villacreses v. Molinari* (2005) 132 Cal.App.4th 1223, 1230.)

A trial court is required to grant a motion to compel arbitration "if it determines that an agreement to arbitrate the controversy exists." (Code Civ. Proc. § 1281.2) However, there is "no public policy in favor of forcing arbitration of issues the parties have not agreed to arbitrate." (*Garlach v. Sports Club Co.* (2012) 209 Ca1.App.4th 1497, 1505) Thus, in ruling on a motion to compel arbitration, the court must first determine whether the parties actually agreed to arbitrate the dispute. (*Mendez v. Mid-Wilshire Health Care Center* (2013) 220 Cal.App.4th 534, 541.)

Defendant submits that there is an arbitration provision housed in the Manual. A copy of a document titled "Owner's Handbook and Warranty Information" is attached as Exhibit B to the declaration of Jordan Willette, counsel for defendant.

Nothing in the Handbook suggests that a contract was created. Among other things, essential to a contract are: parties capable of contracting; and their consent. (Civ. Code § 1550.) Generally speaking, one must be a party to an arbitration agreement to be bound by it or invoke it. (*Westra v. Marcus & Millichap Real Estate Investment Brokerage Co., Inc.* (2005) 129 Cal.App.4th 759, 763.) Strong public policy in favor of arbitration does not extend to those who are not parties to an arbitration agreement, and a party cannot be compelled to arbitrate a dispute that she has not agreed to resolve by arbitration. (*Buckner v. Tamarin* (2002) 98 Cal.App.4th 140, 142.)

Terms of a contract are ordinarily to be determined by an external, not an internal standard; the outward manifestation or expression of assent is the controlling factor. (*Norcia v. Samsung Telecommunications America, LLC* (9th Cir. 2017) 845 F.3d 1279, 1284.) Where an offeree does not know that a proposal has been made to him, this

objective standard does not apply. (*Id.* at p. 1285, citing *Windsor Mills, Inc. v. Collins & Aikman Corp*. (1972) 25 Cal.App.3d 987, 993.) An offeree, regardless of apparent manifestation of his consent, is not bound by inconspicuous contractual provisions of which he was unaware, contained in a document whose contractual nature is not obvious. (*Ibid.*) This principle of knowing consent applies with particular force to provisions for arbitration; if a party wishes to bind in writing another to an agreement to arbitrate future disputes, such purpose should be accomplished in a way that each party to the arrangement will fully and clearly comprehend that the agreement to arbitrate exists and binds the parties thereto. (*Windsor Mills, Inc. v. Collins & Aikman Corp*, *supra*, 25 Cal.App. 3d. at 993-994.)

Plaintiff declared that she had no notice from either the non-party dealership or Defendant that there was any agreement to arbitrate in the Handbook, and that her failure to opt out constituted an agreement. (Baker Decl., ¶¶ 4-6.) Plaintiff did not expressly assent to any agreement in the Handbook or act in a manner in which her failure to opt out was intended to accept the arbitration agreement.

Based on the above, the court finds that the Handbook is not an enforceable written agreement to arbitrate. (*Norcia v. Samsung Telecommunications America, LLC*, *supra*, 845 F.3d at p. 1286 [finding no contract formed by silence of consumer as alleged assent to arbitration agreement within Product Safety & Warranty Information brochure]; *Windsor Mills, Inc. v. Collins & Aikman Corp*., *supra*, 25 Cal.App.3d at pp. 993-994 [finding that where a plaintiff was not advised of the arbitration provision and had no knowledge of the provision until after the demand for arbitration, there is no agreement to arbitrate, regardless of outward manifestations of apparent assent by acceptance of the object of the contract].) Even if there had been some indication of assent, because of the nature of the agreement is for arbitration, the party sought to be compelled to arbitration must have demonstrated knowledge or expectation of the provision. All of these factors are absent as to the Manual. Accordingly, 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: KCK on 01/12/26.**
(Judge's initials) (Date)

(37)

**Tentative Ruling**

Re: ***Blann v. Ford Motor Company***
24CECG05576

Hearing Date: January 14, 2026 (Dept. 502)

Motion: 1) By Defendant Ford Motor Company for Protective Order
2) By Plaintiff Nancy Blann to Compel Further Discovery

**Tentative Ruling:**

Having failed to comply with Local Rule 2.1.17, Defendant Ford Motor Company's motion for entry of a protective order is off calendar.

On October 10, 2025, Plaintiff filed two motions to compel further discovery responses from Defendant. However, these motions were rejected when Plaintiff failed to pay the filing fee for the motions. Plaintiff did not re-file or submit payment. Having failed to file moving papers, Plaintiff's motions to compel further discovery are also taken off calendar.

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

**Tentative Ruling**
**Issued By: KCK on 01/12/26.**
(Judge's initials) (Date)

(27)

**Tentative Ruling**

Re: ***In re Mila Stephens***
Superior Court Case No. 25CECG05685

Hearing Date: January 14, 2026 (Dept. 502)

Motion: Petition to Compromise Minor's Claim

**Tentative Ruling:**

To grant the petition. *Amended* Order Signed. No appearances necessary.

In light of the request for deposit of a portion of the claimant's funds into a blocked account, the court sets a status conference for Thursday, May 14, 2026 at 3:30 p.m., in Department 502, for confirmation of deposit of the minors' funds into the blocked account. If Petitioner files the Acknowledgment of Receipt of Order and Funds for Deposit in Blocked Account (MC-356) at least five court days before the hearing, the status conference will come off calendar.

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

**Tentative Ruling**
**Issued By: KCK on 01/12/26.**
(Judge's initials) (Date)

(35)

**Tentative Ruling**

Re: ***Hernandez v. State Center Community College District et al.***
Superior Court Case No. 25CECG00846

Hearing Date: January 14, 2026 (Dept. 502)

Motion: By Plaintiff Rozanne Hernandez to Compel Further Responses; and Request for Sanctions

**Tentative Ruling:**

To grant, in part. Defendant State Center Community College District is directed to serve a further verified response to Request for Production, Set One, No. 15 and 20, to produce all relevant documents within 10 days of service of the order by the clerk. For all documents subject to a claimed privilege, defendant State Center Community College District is directed to produce a privilege log.

To deny the request for sanctions.

**Explanation:**

At issue are disputes arising out of the employment of plaintiff Rozanne Hernandez ("Plaintiff") with defendant State Center Community College District ("Defendant") and Robert Frost, who was Plaintiff's former supervisor. Plaintiff seeks certain production based on her discovery requests.

Plaintiff now seeks to compel further responses to Request for Production, No. 5, 6, 15, 19, and 20. Plaintiff argues that evidence suggests a full production has not been made in response to these requests, particularly as to: (1) summary statements on meetings that occurred on December 18, 2023 between Paola Zamora, Celia Zamora, and Virginia Beemer, and, in January 2024, a planned meeting with Puma Jones; (2) to the extent they exist, documents regarding investigations, informal or formal, into Plaintiff's complaints from August 2023 onward; and (3) documents related to Plaintiff's replacement, Nickolas Trujillo.

The requests at issue are discussed in turn.

> Request No. 5: ANY and ALL DOCUMENTS, including COMMUNICATIONS, that evidence, refer to, reflect, or otherwise relate to PLAINTIFF's August 2023 report to Human Resources, including Human Resources staff member Sandi Edwards, about Robert Frost.
>
> Request No. 6: ANY and ALL DOCUMENTS, including COMMUNICATIONS, that evidence, refer to, reflect, or otherwise relate to YOUR investigation into Plaintiff's August 2023 report to Human Resources staff member Sandi Edwards about Robert Frost's conduct towards Gwun Lau.

Based on these requests, it would appear that Request No. 5 and 6 are specific to any August 2023 report, made by Plaintiff, to Sandi Edwards about Robert Frost. The responses to Request No. 5 and 6 represent that Plaintiff did not make a complaint. To the extent Plaintiff had a conversation with Sandi Edwards, Defendant produced a correspondence between Sandi Edwards and Julianna Mosier. Plaintiff fails to demonstrate why the document of a December 21, 2023 memorandum, not from Sandi Edwards, but Paola Zamora, for a meeting with, not Sandi Edwards, but Carole Goldsmith or Puma Jones, is somehow related to these requests. The motion is denied as to Requests No. 5 and 6.

> Request No. 15: ANY and ALL DOCUMENTS, including COMMUNICATIONS, that evidence, refer to, reflect, or otherwise relate to YOUR investigation into concerns raised by Puma Jones and Celia Zamora about Robert Frost during the December 12, 2023 State Center Community College District (SCCCD) Board of Directors meeting.

Defendant's second amended response refers to the absence of a complaint filed pursuant to a regulation. This is not a responsive statement to the request, which made no reference or limitation to complaints filed pursuant to a regulation. The request sought documents relating to any investigation of concerns raised at a meeting. The portion of the second amended response that appears to address the request states that responsive documents are subject to attorney-client privilege. Though a privilege log was referenced by all parties, it does not appear in evidence. It is not specifically identified by the opposition, despite the opposition's position that these responsive documents, interviews, were the product of attorney work. The motion is granted as to Request No. 15, to the extent that a privilege log is required.

> Request No. 19: ANY and ALL DOCUMENTS, including COMMUNICATIONS, that evidence, refer to, reflect, or otherwise relate to YOUR selection of Nickolas Trujillo as Interim Dean of Workforce and Adult Education in 2024.

Defendant objected, among other grounds that the request is overbroad. The objection is sustained as overbroad. Plaintiff does not allege that she applied for the position in some way and was discriminated on the basis of a competing application with Nickolas Trujillo. Rather, the Complaint merely alleges that Defendant hired Nickolas Trujillo for her position after first determining the position would be eliminated, but then deciding to rehire for the position later. (Complaint, ¶ 31.) Portions of Nickolas Trujillo's application or application process would have no tendency to produce admissible evidence as to any alleged retaliation against Plaintiff. It would appear that at some point, Plaintiff concedes this point, in an email through the meet and confer process. (Shakir Decl., Ex. G, p. 3.) Plaintiff offered to limit the scope of request insofar as it might implicate Nickolas Trujillo's personnel file to his application, resume, and the selection process. It is not clear how or why a personnel file would be responsive to this request. At most, documents reflecting the selection process would tend to lead to the discovery of admissible evidence. As sought, the motion is denied as to Request No. 19 as overbroad.

> Request No. 20: ANY and ALL DOCUMENTS, including COMMUNICATIONS, that evidence, refer to, reflect, or otherwise relate to YOUR investigation into PLAINTIFF's concerns about discrimination and retaliation, including

allegations raised in her February 2024 conversations with Carole Goldsmith and Julianna Mosier, her November 8, 2024 demand letter, her December 26, 2024 tort claim notice, and/or the COMPLAINT underlying this litigation.

Defendant objects primarily that the request is compound. A compound objection is generally not an objection to a request for production. (*Compare* Code Civ. Proc., § 2030.060, subd. (f) ["No specially prepared interrogatory shall contain subparts, or a compound, conjunctive, or disjunctive question."]) Nevertheless, a request shall be specifically describe individual items or reasonably particularizing a category of items. (*Id.*, § 2031.030, subd. (c)(1).) Discrimination and retaliation are two separate categories of items. Defendant, who bears the burden to justify its objections, does not directly address Request No. 20. The objections, independent of the claims of privilege, are overruled.

Defendant attempts to respond, though not to the request directly. Rather, the response answers a different question, answering that, among other things, Plaintiff did not file a complaint pursuant to AR 3435 to trigger an investigation, and that as such, there are no documents responsive "relative to a non-filed complaint." This is an evasive answer that does not address the core of the request, produce documents on investigations of Plaintiff's concerns about discrimination and retaliation. If there are no investigations as outlined, Defendant shall state as much rather than qualify the answer to points not raised in the request. To the extent that privilege applies, all parties failed to produce the privilege log for consideration. The motion is granted as to Request No. 20. Defendant is directed to provide a further response to the core of the request.

*Sanctions*

Plaintiff seeks monetary sanctions under Code of Civil Procedure section 2031.310, subdivision (h). The court finds that neither party acted without substantial justification, and therefore that the imposition of sanctions would be unjust. The request 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: KCK on 01/13/26.**
(Judge's initials) (Date)

(35)

**Tentative Ruling**

| | |
|---|---|
| Re: | ***Uriarte v. Lovely You Esthetics Beauty Academy & Spa LLC, et al.***<br>Superior Court Case No. 24CECG02446 |
| Hearing Date: | January 14, 2026 (Dept. 502) |
| Motion: | By Defendant Lovely You Esthetics Beauty Academy & Spa LLC on Demurrer to Complaint |

**Tentative Ruling:**

To overrule the demurrer in its entirety. (Code Civ. Proc., § 430.10, subd. (e).) Defendant Lovely You Esthetics Beauty Academy & Spa LLC shall file its answer within 10 days of service of the minute order by the clerk.

**Explanation:**

Defendant Lovely You Esthetics Beauty Academy & Spa LLC ("Defendant") generally demurs to the Complaint for failing to set forth facts sufficient to state a cause of action against it. The Complaint filed by plaintiff Dignora Uriarte ("Plaintiff") states two causes of action, for premises liability, and general negligence.

In determining a demurrer, the court assumes the truth of the facts alleged in the complaint and the reasonable inferences that may be drawn from those facts. (*Miklosy v. Regents of University of California* (2008) 44 Cal.4th 876, 883.) On demurrer, the court must determine if the factual allegations of the complaint are adequate to state a cause of action under any legal theory. (*Barquis v. Merchants Collection Assn.* (1972) 7 Cal.3d 94, 103.)

On a demurrer a court's function is limited to testing the legal sufficiency of the complaint. A demurrer is simply not the appropriate procedure for determining the truth of disputed facts. (*Fremont Indemnity Co. v. Fremont General Corp*. (2007) 148 Cal.App.4th 97, 113-114.) It is error to sustain a demurrer where plaintiff "has stated a cause of action under any possible legal theory. In assessing the sufficiency of a demurrer, all material facts pleaded in the complaint and those which arise by reasonable implication are deemed true." (*Bush v. California Conservation Corps* (1982) 136 Cal.App.3d 194, 200.) A plaintiff is not required to plead evidentiary facts supporting the allegation of ultimate fact; the pleading is adequate if it apprises defendant of the factual basis for plaintiff's claim. (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6.)

The elements of a premises liability and a negligence claim are the same: a legal duty of care, breach of that duty, and proximate cause resulting in injury. (*Kesner v. Superior Court* (2016) 1 Cal.5th 1132, 1159.) Premises liability merely assumes a duty owed due to the attendant right to control and manage the premises, giving a sufficient basis for the affirmative duty to act. (*Ibid.*) Such assumed duty of an owner of the premises is to exercise ordinary care in the management of such premises in order to avoid exposing

persons to an unreasonable risk of harm. (*Brooks v. Eugene Burger Management Corp.* (1989) 215 Cal.App.3d 1611, 1619.)

Here, Defendant argues only that at the time of the incident on June 8, 2022, it did not exist, and therefore cannot be liable. In support, Defendant submits a filing with the Secretary of State purporting to be Articles of Organization, filed June 16, 2022, as subject to judicial notice because it is not reasonably subject to dispute. (Evid. Code, § 452, subd. (h).) The request for judicial notice is granted only to the extent that such records exist. (*Id.*, § 452, subd. (c).) The court does not take judicial notice of the truths of the matters asserted therein. (*Steed v. Dept. of Consumer Affairs* (2012) 204 Cal.App.4th 112, 120-121.) Moreover, as Plaintiff notes in opposition, Plaintiff writes in her own subsection (d) to the description of each defendant, that each of them are, among other things, alter egos of the other. How the alter ego theory will be pursued is a matter outside of the scope of demurrer. (*E.g.*, *Ray v. Alad Corp*. (1977) 19 Cal.3d 22, 28.)

The allegation of an alter ego is conclusory but is also an ultimate fact that must be established by the tests cited by the parties. The face of the Complaint does not establish for or against, as Defendant argues and for example, that there was no acquisition or predecessor corporation. The Complaint does not allege that Defendant was a sole proprietorship.[1] The court finds that Defendant is sufficiently apprised of what it is called to answer. The demurrer is overruled in its entirety.

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

**Tentative Ruling**
**Issued By: KCK on 01/13/26.**
(Judge's initials) (Date)

[1] For the same reasons, it is wholly inappropriate for Plaintiff to introduce interrogatory responses in opposition to a demurrer. The parties are reminded that a demurrer is a pleading challenge, not an evidence or merits challenge. On demurrer, the parties are not free to introduce facts or evidence absent from the face of the pleading.