Tentative Rulings for January 15, 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)

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 502

Begin at the next page

(20) **Tentative Ruling**

Re: ***Sanchez v. General Motors LLC***
Superior Court Case No. 24CECG04136

Hearing Date: January 15, 2026 (Dept. 502)

Motion: By Defendant for Summary Judgment

Tentative Ruling:

To grant. Within 10 days of service of the order by the clerk, defendant shall submit to the court a proposed judgment dismissing the action.

Explanation:

Plaintiff Martin Sanchez filed this action under the Song-Beverly Act ("the Act") seeking repurchase or replacement of the subject vehicle. Defendant General Motors LLC ("GM") now moves for summary judgment on the basis that its repurchase offer equaled the total available restitution prescribed by the Act. Therefore, GM contends, plaintiff cannot prove that GM breached its warranty obligations nor resulting damages, entitling GM to summary judgment. This is a valid basis for seeking summary judgment, so long as the repurchase offer would have made plaintiff whole.

The undisputed facts show that on 2/23/2021 plaintiff purchased a 2021 GMC Sierra 3500. After experiencing problems with the vehicle plaintiff submitted a repurchase request on 4/23/2024. On 8/9/2024, GM sent plaintiff the itemized repurchase offer that provides the basis for this motion:

Itemized Repurchase Offer Letter

August 9, 2024

Jessica Anvar, Esq.
Consumer Law Experts, P.C.
6789 Quail Hill Parkway #431
Irvine, CA 92603

RE: Martin Sanchez
Service Request: 9-12760060261
2021 GMC Sierra 3500HD
Vehicle Identification Number: 1GD49SE75MF151617

Dear Ms. Anvar:

Regarding the above case, General Motors LLC ("General Motors") would like to make the following repurchase offer on your client's 2021 GMC Sierra 3500HD on behalf of the GM Interested Parties[1]. This offer is contingent upon receipt of a copy of the current registration (valid for at least 30 days beyond the date this letter is signed by your client) to show proof of ownership.

Prior to the issuance of any funds, a vehicle inspection must be performed at an authorized General Motors dealership. Here, the vehicle inspection will take place at the dealership. The vehicle must be without damage beyond normal wear and tear for the year/mileage of the vehicle that has not been approved via a written waiver by General Motors prior to the scheduled inspection. Appropriate repurchase documents will be sent to the dealership who will then contact you to arrange an inspection at a mutually agreed date and time. If for some reason the dealership is unacceptable to your client, please let us know immediately. Once the inspection has been completed satisfactorily and the necessary documents have been returned, the following repurchase offer will be processed:

Total payments 19 @ approx. $1,100	$ 20,146.00
Total down payment	$ 1,284.76
Registration	$ 933.00
Subtotal:	$ 22,363.76
Less Negative Equity	-$ 3,615.24
Less Theft Deterrent	-$ 299.00
Less Rebates/Incentives	-$ 1,900.00
Less Usage/Depreciation	-$ 6,676.50
Subtotal:	$ 9,873.02
Attorney's Fees	$ 4,000.00

[1] "GM Interested Parties" shall means General Motors LLC, General Motors Company, their subsidiaries, divisions, officers, representatives, employees, stockholders, authorized dealers, successors and assigns and all other persons, firms or corporations, who are or might be claimed to be liable.

Subtotal:	$ 13,873.02
* Payoff to lien holder (good through 7/18/24)	$ 29,088.54
Repurchase Offer	$ 42,961.56
Total due to attorney and client:	$ 13,873.02

The above offer is inclusive of any and all costs, fees, expenses, and attorney's fees, known or unknown, that are associated with the above-referenced vehicle.

The financial information, pre-repurchase inspection and receipt of release documents must all be completed within 30 calendar days from the date of your acceptance of our offer. All aftermarket items (if applicable) must be present on the vehicle at the point of inspection. Any damages beyond normal wear and tear that is noted during the inspection must be repaired and paid for by your client before proceeding.

General Motors requests you make this offer available to your client at the earliest possible opportunity.

Furthermore, this settlement offer is contingent upon General Motors receiving a current year, completed W-9 containing your Federal Tax ID. Failure to return the W-9 will result in a delay of processing this offer. To assist in ensuring the security of this information, the W-9 form needs to be emailed to GM at abigail.douglas@gm.com with reference to the SR# above separately from all other settlement documents. The W-9 form can be downloaded from the IRS website at www.irs.gov. In addition, the IRS website will provide instructions for completing the W-9.

If this offer is acceptable to your client(s), please have your client(s) sign this offer letter as well as the attached release and return them to us at the email address from which you received this offer. This offer is good for 10 calendar days from the date of this letter.

Sincerely,

General Motors

Attach.

Plaintiff did not respond to the offer, effectively rejecting it. Plaintiff does not dispute that the offer was prompt and therefore effective. (See *Carver v. Volkswagen Group of America, Inc.* (2024) 107 Cal.App.5th 864, 879-881.)

GM contends that its calculation of the repurchase offer complies with Song-Beverly as a matter of law. The court agrees.

> In the case of restitution, the manufacturer shall make restitution in an amount equal to the actual price paid or payable by the buyer, including any charges for transportation and manufacturer-installed options, but excluding nonmanufacturer items installed by a dealer or the buyer, and including any collateral charges such as sales or use tax, license fees, registration fees, and other official fees, plus any incidental damages to which the buyer is entitled under Section 1794, including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by the buyer.

(Civ. Code, § 1793.2, subd. (d)(2)(B).)

GM was entitled to apply a mileage offset. (Civ. Code, § 1793.2, subd. (d)(2)(C).) The offer properly excludes "non-manufacturer items installed by a dealer or the buyer"

from the types of damages that a buyer seeking restitution may recover. (Civil Code, § 1793.2, subd. (d)(2)(B).) Plaintiff does not dispute GM's deductions.

Plaintiff relies on *Mitchell v. Blue Bird Body Co.* (2000) 80 Cal.App.4th 32, for the proposition that "'price paid or payable" includes all amounts the buyer became legally obligated to pay as part of the transaction." (Oppo. 5:13-14). What *Mitchell* actually held, is that "persons who purchase a new motor vehicle on credit can recover from the manufacturer the finance charges paid by them when exercising the remedy of restitution authorized by section 1793.2, subdivision (d)(2). (*Id.* at p. 34).

It does appear that GM's itemized repurchase offer would have made plaintiff whole. Though he claims to have "retained unreimbursed damages" as a result of GM's offer methodology, plaintiff never shows what that amount is. Plaintiff claims that "the arithmetic confirms GM never offered the full statutory repurchase." (Oppo. 3:8-9.) But plaintiff does not provide the arithmetic, or articulate what retained damages remained, rendering this argument completely conclusory and ineffective to raise a triable issue of fact.

GM's itemized offer reimbursed all of the payments actually made by plaintiff, including the interest/finance charges already paid as per *Mitchell*, reimbursed the down payment, and reimbursed the registration fees. GM subtracted only the statutorily proscribed offsets, which plaintiff does not contest. GM's repurchase offer even included attorney's fees – *which* are not mandated by statute pre-suit. (*See Dominguez v. Am. Suzuki MotorCorp*. (2008) 160 Cal.App.4th 53, 58.) GM's offer paid off the lien holder in full, leaving plaintiff with no further monetary obligations on the vehicle. Plaintiff does explain how this does not satisfy *Mitchell* or Civil Code section 1793.2.

The Court finds that the undisputed facts establish that GM made a prompt offer to repurchase plaintiff's vehicle, and plaintiff effectively rejected the offer by failing to respond. GM is therefore entitled to summary judgment on plaintiff's Song-Beverly Act claims.

Finally the court notes that plaintiff's evidentiary objection is overruled. Plaintiff objects to GM's declaration authenticating the Retail Installment Contract at issue. Plaintiff does not dispute that this is the actual RISC, but claims the declaration lacks foundation. Plaintiff then goes on to produce and authenticate the exact same document (Fennell Decl. ¶¶ 3–4, Ex. 1), showing that this objection is completely and utterly pointless.

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)

(36)

Tentative Ruling

Re: ***Salazar v. Sihota***
Superior Court Case No. 24CECG03259

Hearing Date: January 15, 2026 (Dept. 502)

Motion: by Defendant Sihota Farms, Inc. to Set Aside Default

Tentative Ruling:

To take the matter off calendar as moot, due to the moving defendant, Sihota Farm, Inc.'s dismissal from 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: KCK on 01/13/26.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Tacos San Marcos, Inc. v. Jones et al.***
Superior Court Case No. 23CECG02591

Hearing Date: January 15, 2026 (Dept. 502)

Motion: (1) By Defendant Dave Marean on Motion to Dismiss
(2) By Plaintiff Tacos San Marcos on Application for Writ of Possession

Tentative Ruling:

To deny the motion to dismiss.

The parties are directed to appear as to plaintiff Tacos San Marcos's Application for Writ of Possession. (Code Civ. Proc., § 512.020, subd. (a).)

Explanation:

Motion to Dismiss

Defendant and Cross-Defendant Dave Marean ("Marean") seeks an order of dismissal. The papers filed on October 9, 2025, do not clearly indicate notice to the opposing party. However, on December 18, 2025, plaintiff Tacos San Marcos, Inc. ("Plaintiff") filed an opposition. As Plaintiff notes in opposition, Marean's papers do not make clear whether he seeks his dismissal from the Second Amended Complaint, or the First Amended Cross-Complaint filed by defendant and cross-complainant Darrell Jones. Neither do the moving papers suggest the legal basis upon which Marean seeks the relief sought. Rather, the moving papers appear to be comprised solely of factual assertions without any legal argument. The court is unable to discern on what theory Marean seeks his dismissal. Finally, though the moving papers conclude in seeking the additional dismissal of defendant and cross-defendant Adrena Modzelewski-Vaquilar, Marean may not represent another party as an unlicensed individual. The motion to dismiss is denied, without prejudice.

Writ of Possession

The court intends to grant the application for a writ of possession as sought. Hearing on the matter is mandatory, and therefore the parties are directed to appear.

On filing the complaint, a plaintiff may apply for a writ of possession under the claim and delivery statutes. (Code Civ. Proc., § 511.010 *et seq*.) The plaintiff must file a written application, executed under oath and must include: (1) a showing of the basis of the plaintiff's claim, that plaintiff is entitled to possession of the claimed property, and where the claim is based on a written instrument, a copy of that instrument must be attached; (2) a showing that the property is wrongfully detained, how defendant came into possession of the property, and the reason for the detention to the best of plaintiff's

knowledge; (3) a detailed description of the property and statement of its value; (4) a statement of the property's location, with supporting facts; (5) where the property is in a private place that must be entered, plaintiff must also make a showing of probable cause to believe that the property is located here; and (6) the property was not taken for a tax, assessment, or fine under a statute, or seized under an execution against the plaintiff's property. (*Id.*, § 512.010, subd. (b).) This showing may be by affidavit and must be set forth with particularity. (*Id.*, § 512.010, subd. (c).) If the plaintiff has established the probable validity of its claim to possession of the property, and provides an undertaking, the writ may issue. (*Id.*, § 512.060, subd. (a).)

Here, Plaintiff satisfies all of the procedural requirements for the issuance of a writ of possession. Moreover, Plaintiff sufficiently establishes, for the purposes of the present application only, the probable validity of its claim to possession of the two trailers at issue. It appears uncontested that the two trailers are the subject of this litigation. Whether the trailers reflect other claims by and between the parties, as Marean has suggested, stands independent of whether Plaintiff sufficiently shows that it is entitled to ownership of the trailers in question. For these reasons, the court intends to grant the application. The court intends to set Plaintiff's bond at $20,000, reflective of the potential costs to return the trailers and the time taken therein, if the return of the property is ordered. (Code Civ. Proc., § 515.010, subd. (a).) Should Marean seek to retain possession of the trailers, the court intends to set Marean's counterbond at the value of the trailers plus potential costs, at $160,000. This would cover the value of the trailers in the scenario that Marean retains possession, but disposes of the trailers prior to the conclusion of litigation, inclusive of reasonable costs. (*Id.*, § 515.020, subd. (a).)

Hearing remains on 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 01/13/26.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re:	***Huizar v. The California State University, Fresno et al.*** Superior Court Case No. 22CECG03095
Hearing Date:	January 15, 2026 (Dept. 502)
Motion:	(1) By Defendant The California State University, Fresno Athletic Corporation for Leave to File Cross-Complaint; (2) By Defendant Contemporary Services Corporation for Leave to File Cross-Complaint

Tentative Ruling:

To grant defendant The California State University, Fresno Athletic Corporation leave to file the proposed cross-complaint. Defendant The California State University, Fresno Athletic Corporation shall serve and file its cross-complaint within 10 days of the date of service of this order.

To grant defendant Contemporary Services Corporation leave to file the proposed cross-complaint. Defendant Th Contemporary Services Corporation shall serve and file its cross-complaint within 10 days of the date of service of this order.

Explanation:

Each of defendant The California State University, Fresno Athletic Corporation ("CSUFAC") and defendant Contemporary Services Corporation ("CSC") seeks leave to file a cross-complaint to state a claim against each other.

Each of CSUFAC and CSC contends that it seeks to state a claim against the other for issues arising out of the same facts and incidents alleged by plaintiff Richard Cory Huizar in the original Complaint. As each of CSUFAC and CSC seeks to state a claim against, among others, each other related to Plaintiff's causes of action, the cross-complaints are compulsory. (Code Civ. Proc. § 426.30, subd. (a).)

Where a proposed cross-complaint is compulsory and seeks to state a claim against the plaintiff after the time to file an answer has passed, Code of Civil Procedure section 426.50 controls. Code of Civil Procedure section 426.50 states that:

> A party who fails to plead a cause of action subject to the requirements of this article, whether through oversight, inadvertence, mistake, neglect, or other cause, may apply to the court for leave to amend his pleading, or to file a cross-complaint, to assert such cause at any time during the course of the action. The court, after notice to the adverse party, shall grant, upon such terms as may be just to the parties, leave to amend the pleading, or to file the cross-complaint, to assert such cause if the party who failed to plead the cause acted in good faith. This subdivision shall be liberally construed to avoid forfeiture of causes of action.

What constitutes good faith, or a lack of it under Code of Civil Procedure section 426.50 must be determined in light of and in conformity with great liberality. (*Foot's Transfer & Storage Co. v. Superior Court* (1980) 114 Cal.App.3d 897, 902.) A motion to file a cross-complaint at any time during the course of the action must be granted unless bad faith of the moving party is demonstrated where forfeiture would otherwise result. (*Silver Organizations Ltd. v. Frank* (1990) 217 Cal.App.3d 94, 98-99.) Factors such as oversight, inadvertence, neglect, mistake or other cause, are insufficient grounds to deny the motion unless accompanied by bad faith. (*Ibid.*) The showing of bad faith must be strong. (*Foot's Transfer & Storage Co. v. Superior Court*, *supra*, 114 Cal.App.3d at p. 902.)

Here, there is no evidence of bad faith. Moreover, neither motion is opposed. Accordingly, the motions, filed each by CSUFAC and CSC, are granted. CSUFAC and CSC are directed to file their proposed cross-complaints within 10 days of service of the order by the clerk.

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)

(27)

Tentative Ruling

Re: ***Janice Palacios v. Leonardo Ramirez Mendoza***
Superior Court Case No. 23CECG01265

Hearing Date: January 15, 2026 (Dept. 502)

Motion: Expedited Petition to Approve Compromise of Minor's Claim

Tentative Ruling:

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

Explanation:

As identified in the Intended Ruling issued on December 29, 2025, an expedited petition is not authorized in actions premised on wrongful death. Such claims are required to use the *standard* petition. Therefore, the *expedited* petition 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)

(47)

Tentative Ruling

Re: *Lucas Juan v. American Roadlines, LLC*
Superior Court Case No. 23CCECG05635

Hearing Date: January 15, 2026 (Dept. 502)

Motion: By Plaintiff to Change Venue

Tentative Ruling:

To continue the motion to February 19, 2026 at 3:30pm in Department 502. Defendant Fedex Freight, Inc., ("Fedex") shall have the opportunity, if it so wishes, to address additional declarations provided in plaintiff's Opposition to Reply. If Fedex so chooses to address the additional declarations, it shall file and serve, no later than January 31, 2026, a response addressing the additional declarations provided in plaintiff's Opposition to Reply. This response shall be no longer than ten pages. Plaintiff is not given leave to file any additional evidence or argument.

Explanation:

"The general rule of motion practice … is that new evidence is not permitted with reply papers … [and] should only be allowed in the exceptional case …." (*Jay v. Mahaffey* (2013) 218 Cal.App.4th 1522, 1537-1538.) If the court exercises its discretion to allow new evidence in reply papers, the opposing party must be given an opportunity to respond. (*Alliant Ins. Services, Inc. v. Gaddy* (2008) 159 Cal.App.4th 1292, 1307-1308.)

On January 8, 2026, plaintiff submitted several declarations in its Reply to Opposition, which plaintiff had not originally submitted with their moving papers. Accordingly, the Court continues this motion to allow Fedex to address additional declarations provided by plaintiff in its Opposition to Reply.

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)

(41)

Tentative Ruling

Re: ***North Star Leasing v. DCS Xpress LLC***
Superior Court Case No. 24CECG05599

Hearing Date: January 15, 2026 (Dept. 502)

Motion: By Plaintiff for Summary Judgment

Tentative Ruling:

To deny plaintiff's motion for summary judgment, without prejudice.

Explanation:

Plaintiff, North Star Leasing (Plaintiff), moves for summary judgment against defendant Naaman Esteban Villanueva. The court denies the motion, without prejudice, because Plaintiff fails to address its second cause of action.

Plaintiff Fails to Satisfy Its Initial Burden of Persuasion and Production

Code of Civil Procedure section 437c provides that summary judgment "shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." (Code Civ. Proc., § 437c, subd. (c).) A plaintiff may move for summary judgment when the plaintiff contends there is no defense to the cause of action. (Code Civ. Proc., § 437c, subd. (a).) A plaintiff meets the burden of showing there is no defense by proving each element of the cause of action. (Code Civ. Proc., § 437c, subd. (p)(1).) A plaintiff moving for summary judgment is not required to disprove any defense asserted by the defendant in addition to proving each element of the plaintiff's own cause of action. (*Aguilar v. Atlantic Richfield Co*. (2001) 25 Cal.4th 826, 853.) If the plaintiff meets the plaintiff's burden, the burden shifts to the defendant to show the existence of a triable issue of material fact. (*Ibid.*) The trial court must "carefully scrutinize the moving party's papers and resolve all doubts regarding the existence of material, triable issues of fact in favor of the party opposing the motion." (*Connelly v. County of Fresno* (2006) 146 Cal.App.4th 29, 36.)

Here Plaintiff did not move for summary adjudication. When the movant makes a motion for summary judgment only, the court may not grant summary adjudication. To prevail, the movant must show it is entitled to prevail an all asserted causes of action. (*UDC-Universal Development, L.P. v. CH2M Hill* (2010) 181 Cal.App.4th 10, 25 [when movant failed to move for summary adjudication, court could not rule on individual causes of action, but had to deny motion in its entirety if any one claim withstood asserted grounds]; *Slovensky v. Friedman* (2006) 142 Cal.App.4th 1518, 1527 [absent alternative motion for summary adjudication, movant must show conclusively all of opponent's legal theories fail as a matter of law]; *Jimenez v. Protective Life Ins. Co.* (1992) 8 Cal.App.4th 528, 534 [court may not grant summary adjudication when motion is only

for summary judgment]; *Gonzales v. Superior Court* (1987) 189 Cal.App.3d 1542, 1545-1546 [it would be unfair to grant summary adjudication without notice to opponent].)

Although Plaintiff informs the court that its complaint has a sole cause of action for breach of contract, in fact, its complaint has a second cause of action for possession of personal property and damages. Plaintiff prays for possession of the leased equipment in addition to damages of $38,929.55. The court has no record that Plaintiff has dismissed this cause of action. Villanueva, a self-represented litigant, filed an answer in which he checked item 3.b. and stated:

> Defendant admits that all of the statements of the complaint . . . are true EXCEPT:
> (1) Defendant claims the following statements are false . . . :
> $38,929.55 (Damages & Attorney's Fees)
> I offered to return trailers due to sickness and unable to work to generate income to be able to pay. They respond me that they want their money, not the equipment. (All caps omitted.)

To prevail on its motion for summary judgment, Plaintiff must show no legal theory of Villanueva has merit. Of course, Plaintiff may dismiss its second cause of action, but it did not do so before filing its motion for summary judgment. It is not entitled to a money judgment for the full sum due in addition to possession of the leased equipment. Therefore, Plaintiff fails to meet its initial burden and the burden does not shift to Villanueva to raise a triable issue of material fact.

In addition, Plaintiff submits only four material facts to support its motion. Plaintiff's own evidence contradicts its first fact. Specifically, Plaintiff states it paid an invoice for leased equipment in the amount of $39,991.00, but its supporting evidence shows the amount was $35,991.00. Therefore, Plaintiff's first material fact has no evidentiary support. Also, Plaintiff's agreement permits "interest charges in an amount equal to, but not greater than, the maximum permitted by law." (Litteral decl., ex. 1, ¶ 2.) Plaintiff provides no authority to show the amounts requested as interest are not greater than the maximum permitted by law. (Although not a ground to deny Plaintiff's motion, the court notes Plaintiff refers to a nonexistent declaration of Rich Piechowski and fails to mention the declaration of Miranda Litteral in its notice of motion.)

Plaintiff fails to meet its burden of production and persuasion to prevail on its motion for summary judgment. Therefore, the court denies Plaintiff's motion, without prejudice. Plaintiff may file a successive motion for summary judgment or summary adjudication. If Plaintiff elects to do so, the court directs Plaintiff to lodge a proposed order with its reply papers.

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)

(20) **Tentative Ruling**

Re: ***Maria Ceja de Lozano v. Singh et al.***
Superior Court Case No. 23CECG00245

Hearing Date: January 15, 2026 (Dept. 502)

Motion: By Defendants to Compel Plaintiffs' Depositions and for Sanctions

Tentative Ruling:

To deny the motion inasmuch as it seek an order compelling plaintiffs' deposition. To grant in part and impose $4,408 in monetary sanctions against plaintiffs Maria del Carmen Ceja de Lozano and Antonio Lozano, and in favor of defendants Jagjeet Singh and Nirmal Gill, payable to their counsel within 60 days of service of the order by the clerk.

Explanation:

The motion to compel plaintiffs' deposition is denied because it fails to comply with Local Rule 2.1.17. The court in its 11/17/2025 order denied defendants' pretrial conference request in part, stating "It appears as if the scheduling issue is resolved. Nonetheless, counsel for defendant can file a motion for sanctions for Plaintiff's non appearance at the deposition." Plaintiffs had offered to appear for deposition on 11/20/2025. There is no indication that defendants had any problem with that date, but apparently refused to go forward with the deposition until plaintiffs paid the sanctions defendants sought. Sanctions is a separate issue, and it is categorically *un*reasonable to decline to take the depositions and then promptly move for an order compelling the depositions. To the extent the motion seeks an order compelling plaintiffs' deposition, it exceeds the scope of the authorization the court granted in the 11/17/2025 order and is denied.

Plaintiffs concede that they failed to appear for the scheduled deposition on 10/21/2025 due to their attorneys' calendaring error and lack of communication. Whether the failure to appear was the result of calendaring error or something else, it would be categorically unfair to expect defendants to bear the expense of the failure to appear. However, given that the scope of the motion greatly exceeds the leave to file granted by the court, the court will impose sanctions only in the sum of the expenses for the canceled deposition – $4,408. (See Hall Decl., ¶ 22, Exh. T; Code Civ. Proc., § 2023.010, subd. (d), (e).)

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 01/14/26 .
(Judge's initials) (Date)