Tentative Rulings for January 28, 2026
Department 403

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.

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(Tentative Rulings begin at the next page)

Tentative Rulings for Department 403

Begin at the next page

(03)

Tentative Ruling

Re: ***Callejas v. General Motors, LLC***
Case No. 25CECG00322

Hearing Date: January 28, 2026 (Dept. 403)

Motion: Defendant General Motors' Motion for Summary Judgment, or in the Alternative, Summary Adjudication

If oral argument is timely requested, it will be entertained on Thursday, January 29, 2026, at 3:30 p.m. in Department 403.

Tentative Ruling:

To deny defendant General Motors' motion for summary judgment, or in the alternative, summary adjudication.

Explanation:

GM moves for summary judgment based on the theory that, because plaintiff purchased the subject vehicle used from a third party dealership and not directly from GM, therefore there is no privity of contract between plaintiff and GM and plaintiff cannot prevail on his claims under the Uniform Commercial Code or the California Commercial Code. (*Ballesteros v. Ford Motor Co*. (2025) 109 Cal.App.5th 1196, 1216-1217.) GM also argues that, since plaintiff cannot prevail on his state law claims, his Magnuson-Moss Act claim fails as well. (*Daugherty v. Am. Honda Motor Co., Inc*. (2006) 144 Cal.App.4th 824, 833.)

However, GM has not offered any admissible evidence to establish that plaintiff purchased the subject car used from a third party dealership, or that GM was not involved in the sales transaction. In support of its motion, GM offers the declarations of its attorney, Kyle Roybal, and its Litigation Support Manager, Bryan Jensen, in order to show that plaintiff purchased the vehicle used from an independent dealer and that GM was not involved in the sale and did not issue a new car warranty as part of the sale. However, the declarations fail to lay a foundation for or authenticate the contract and other documents that GM relies upon, and the declarations are filled with legal conclusions and hearsay, so they are not admissible evidence and do not support the motion for summary judgment.

"Facts set forth to support a grant of summary judgment must be evidentiary in quality. Conclusionary affidavits are insufficient for this purpose. Moreover, the moving parties' affidavits are to be strictly construed and in case of doubt the motion should be denied." (*Sesma v. Cueto* (1982) 129 Cal.App.3d 108, 113, citations and para. break omitted.) Thus, where the moving party submits only conclusory declarations that fail to show personal knowledge of the facts asserted, the court must deny the motion for summary judgment without considering whether the opposing party has made its own

evidentiary showing of triable issues of material fact. (*Rincon v. Burbank Unified School Dist*. (1986) 178 Cal.App.3d 949, 955-956.)

Here, since GM seeks to rely on the retail sales contract and other documents to support its motion, it must first authenticate and lay a foundation for the contract. (Evid. Code, §§ 403(a), 1401, subds. (a), (b).) "A writing may be authenticated by anyone who saw the writing made or executed, including a subscribing witness." (Evid. Code, § 1413.) In addition, "A writing may be authenticated by evidence that: (a) The party against whom it is offered has at any time admitted its authenticity; or (b) The writing has been acted upon as authentic by the party against whom it is offered." (Evid. Code, § 1414, subds. (a), (b), para. breaks omitted.)

Here, defendant has not provided any evidence that authenticates or lays a foundation for the retail sales contract or the other documents submitted in support of the evidence. Mr. Jensen is the Litigation Support Manager for the Western Region Customer Care and Aftersales, which provides customer assistance services to California residents. He states that, "As part of my responsibilities, I regularly review warranty information and warranty claims concerning GM vehicles, including the Warranty Booklet with the terms of GM's New Vehicle Limited Warranty issued for particular vehicles, as well as GM's 'View Vehicle Delivery Information' and 'View Vehicle Summary' reports, which contain information about a particular vehicle's original delivery date, its warranty terms, and warranty repairs performed." (Jensen decl., ¶ 3.) He also states that he reviewed GM's documentary evidence in support of its motion, including the Retail Installment Sales Contract submitted as Exhibit A. (*Id*. at ¶ 4.) He then states that, according to the sale contract, he understands that plaintiff purchased the subject vehicle as a used vehicle with 40,986 miles on the odometer, from Chevrolet Buick GMC of Sanger on January 10, 2024, and that GM was not part of the transaction. (*Id*. at ¶ 5.)

However, Mr. Jensen does not state that he is the custodian of records for GM, nor does he state that he has any direct personal knowledge of the sales contract or the circumstances of the sale. In addition, he does not state that the copy of the sales contract is true and correct, and he does not explain how he obtained the contract and confirmed that it is genuine. Since Mr. Jensen apparently has no personal knowledge of the formation of the contract and he is not the custodian of records, his statements made in reliance on the terms of the contract are nothing more than unsupported hearsay, speculation, and conclusions. As a result, his declaration is largely inadmissible and fails to meet GM's burden of showing that it is entitled to summary judgment because it was not a party to the sale.

Likewise, the declaration of GM's attorney, Mr. Roybal, is also largely inadmissible, as he has no direct personal knowledge of the facts to which he attests. He provides a copy of the retail installment sale contract and claims that it shows that plaintiff purchased the subject vehicle used from Chevrolet Buick GMC of Sanger on January 10, 2024. (Roybal decl., ¶ 3.) Again, however, he has not provided any evidence showing how he knows that the contract is true and genuine, and that it is actually the sale contract with plaintiff. He claims that GM's counsel obtained the contract from plaintiff, but he does not state how counsel obtained the contract. (*Ibid*.) Was the contract provided by plaintiff as part of written discovery, in a deposition, or as part of the warranty claim process? Did plaintiff admit that the contract was in fact the agreement that he executed? Without some information about how counsel obtained the sale contract and how he knows that it is a true and correct copy of the agreement, defense counsel

has not authenticated or laid a foundation for the admission of the contract into evidence.

Plaintiff has objected to the portions of the declarations of Roybal and Jensen that purport to introduce the contract and the warranty documents on the grounds of hearsay, lack of personal knowledge, lack of authentication, and conclusions. The court intends to sustain all of plaintiff's objections to the evidence and disregard these portions of the declarations. Without this evidence, defendant has not met its burden of showing that it is entitled to summary judgment or adjudication, and the court must deny the motion 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: lmg on 1-27-26.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Cruz Ortiz v. Sun Valley Raisins, Inc.***
Superior Court Case No. 25CECG04222

Hearing Date: January 28, 2026 (Dept. 403)

Motion: By Defendant Sun Valley Raisins, Inc. to Compel Arbitration

If oral argument is timely requested, it will be entertained on Thursday, January 29, 2026, at 3:30 p.m. in Department 403.

Tentative Ruling:

To deny.

Explanation:

Evidentiary Objections

The Court overrules each of Defendant's evidentiary objections to Plaintiff Elvian Cruz Ortiz's Declaration.

Procedural Matters

Plaintiff asserts that the Court should decline to hear this motion because the moving papers exceed the 15-page limitation set forth in California Rules of Court, rule 3.1113, subdivision (d). Pursuant to subdivision (g), the Court may treat this motion in the same manner as a late-filed paper. (Cal. Rules of Ct., rule 3.1113(g).) Here, the Court will exercise its discretion to consider the motion.

Defendant asserts that the opposition filed by Plaintiff is untimely pursuant to Code of Civil Procedure section 1290.6. Here, Defendant did not file a Petition to Compel Arbitration, but rather filed a motion in response to Plaintiff initiating a case by filing his complaint. It is not clear whether the general motions statute or the statute for a petition to compel arbitration governs the timing of any opposition here. (See Code of Civ. Proc., §§ 1005, subd. (b), 1290.6; *Correia v. NB Baker Electric, Inc*. (2019) 32 Cal.App.5th 602, 613.) However, Courts are authorized to consider late-filed oppositions where there is no prejudice to the moving party. (*Correia v. NB Baker Electric, Inc., supra,* 32 Cal.App.5th at p. 613.) Thus, even if the petition timeline governs, the Court has discretion to consider the opposition here. The Court has considered the opposition.

Arbitration Agreement

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.)

Here, Defendant argues that an agreement to arbitrate exists by way of two separate agreements. First, Defendant argues that an arbitration agreement exists in the Employee Handbook and that Plaintiff signed an Acknowledgment of Receipt of the Employee Handbook. Second, Defendant argues that Plaintiff agreed to arbitration in a Settlement Agreement on September 7, 2023.

Acknowledgment of Employee Handbook

Plaintiff notes that the documents provided in the Declaration of Moles are inconsistent with one another. The acknowledgment form has hole punches and a footer that are not present on the pages showing an arbitration agreement. (Moles Decl., Exhs. A, B.) Plaintiff asserts he was forced to sign the acknowledgment form without having any opportunity to review the Employee Handbook and then immediately return to work. (Cruz Ortiz Decl., ¶ 5.) He further states no one explained the documents to him or told him there was an arbitration agreement in the Employee Handbook. (Ibid.) He was also not given copies of the documents. (Ibid.)

Defendant counters that orientation training occurred on the date the signing happened, February 28, 2019. (Moles Decl., ¶ 4.) Defendant declares that no work occurred on this date and that multiple hours were devoted to training. (Ibid.) Defendant asserts that the manager, Douglas Moles, reviewed the Employee Handbook during this training. (Ibid.) Moles asserts he personally observed Plaintiff signing the acknowledgment form and gave each employee at the training a copy of the documents. (Id. at ¶¶ 7-8.)

The Court would note that Plaintiff began his employment in 2009, ten years before the acknowledgment form was signed. (Cruz Ortiz Decl., ¶ 2.) Yet, Moles describes an orientation training taking place over an entire day. (Moles Reply Decl., ¶ 4.) Moles also describes personally handing Plaintiff documents, but also describes other staff participating in providing the training. (Moles Decl., ¶ 3; Moles Reply Decl., ¶ 4.) No documentation regarding what appears to have been a largely attended orientation training is provided.

In light of the above described evidence, the Court has concerns regarding the evidence provided by Defendant. As such, the Court finds that Defendant has not met its burden by showing a preponderance of the evidence that an agreement exists based on the acknowledgment form.

Settlement Agreement

Defendant asserts that Plaintiff has agreed to arbitration by executing a Settlement Agreement September 7, 2023. The agreement actually agrees to arbitration for issues relating to the Settlement Agreement. (Moles Decl., Exh. C.) Defendant has not demonstrated that the claims made in Plaintiff's complaint relate to the Settlement Agreement dated September 7, 2023. As such, Defendant has not met its burden here. To the extent Defendant argues that Plaintiff signed a release as to certain claims, a motion to compel arbitration is not the appropriate motion for making such a determination.

Unconscionability

Even if Defendant could demonstrate an agreement to arbitrate existed, the agreement is unconscionable. The party resisting arbitration bears the burden of proving unconscionability. Both procedural unconscionability and substantive unconscionability must be shown, but 'they need not be present in the same degree' and are evaluated on '"a sliding scale."' '[T]he more substantively oppressive the contract term, the less evidence of procedural unconscionability is required to come to the conclusion that the term is unenforceable, and vice versa.'" (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 247, internal citations omitted.)

Procedural unconscionability has to do with the manner in which the contract was negotiated and the parties' circumstances at that time, and focuses on the factors of oppression or surprise. (*Kinney v. United HealthCare Services, Inc.* (1999) 70 Cal.App.4th 1322, 1327; *Martinez v. Master Protection Corp.* (2004) 118 Cal.App.4th 107, 113.) Oppression "arises from an inequality of bargaining power of the parties to the contract and an absence of real negotiation or a meaningful choice on the part of the weaker party." (*Kinney v. United HealthCare Services, Inc.* (1999) 70 Cal.App.4th 1322, 1329.) "Surprise" involves the extent to which the supposedly agreed-upon terms are buried in an overly complex form; it deals with "the disappointed reasonable expectations of the weaker party. (*Harper v. Ultimo* (2003) 113 Cal.App.4th 1402, 1406.)

Plaintiff argues the agreement is procedurally unconscionable because it was presented on a "take it or leave it" basis. An agreement is adhesive where a standardized contract, drafted and imposed by the party with superior bargaining strength, gives the other party only an opportunity to adhere to the terms or to reject them. (*Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 113.) It is apparent that the agreement was adhesive, as Plaintiff had no say in any of the terms of the agreements. Also, Plaintiff has asserted that he was provided several pages to sign before immediately returning to work and without an opportunity to review the Employee Handbook containing the agreement. Even so, adhesion does not *per se* render the arbitration agreement unenforceable, since such contracts "are an inevitable fact of life for all citizens, businessman and consumer alike." (*Graham v. Scissor-Tail, Inc.* (1981) 28 Cal.3d 807, 817-818.) The Supreme Court has stated this is the reason for "the various intensifiers in our formulations: '*overly* harsh,' '*unduly* oppressive,' '*unreasonably*

favorable.'" (*Baltazar v. Forever 21, Inc.,* (2016) 62 Cal.4th 1237, 1245 (emphasis in the original).) A finding of procedural unconscionability "does not mean that a contract will not be enforced, but rather that courts will scrutinize the substantive terms of the contract to ensure they are not manifestly unfair or one-sided." (*Id.* at p. 1244.) In other words, because procedural unconscionability has been found, the analysis turns on consideration of the substantive unconscionability prong.

Substantive unconscionability exists if the terms of the agreement are overly harsh or one-sided, provisions which shock the conscience, are unduly oppressive, or unreasonably favorable to the party seeking to compel arbitration. (*Sanchez v. Valencia Holding Co., LLC* (2015) 61 Cal.4th 899, 909.) With substantive unconscionability, the "paramount consideration" is the mutuality of obligation to arbitrate. (*Nyulassy v. Lockheed Martin Corp.* (2004) 120 Cal.App.4th 1267, 1286.) To find substantive unconscionability, the court must find a *significant* degree of unfairness. A simple "bad bargain" does not qualify. (*Baltazar v. Forever 21, Inc., supra,* 62 Cal.4th at pp. 1244-1245.) Of "paramount consideration" is the mutuality of obligation to arbitrate. (*Nyulassy v. Lockheed Martin Corp.* (2004) 120 Cal.App.4th 1267, 1286.)

Here, Plaintiff argues that the agreement was substantively unconscionable because it lacked mutuality, improperly shortened the statute of limitations, required sharing of costs, prohibits collecting attorney's fees, and does not exclude claims which cannot be subject to arbitration.

The agreement states,

> "If an employment dispute arises while you are employed at Sun Valley Raisins, you agree to submit any such dispute arising out of your employment or the termination of your employment (including, but not limited to, claims of unlawful termination based on race, gender, age national origin, disability, breach of contract or any other bias prohibited by law) exclusively to binding arbitration under the federal Arbitration Act, 9 U.S.C., Section 1. Similarly, any disputes arising during your employment involving claims of unlawful discrimination or harassment under federal or state statutes shall be submitted exclusively to binding arbitration under the above provisions. This arbitration shall be the exclusive means of resolving any dispute arising out of your employment or termination from employment by Sun Valley Raisins or you, and no other action can be brought by employees in any court or any forum."

(Moles Decl., Exh. B.)

Defendant argues that the final sentence in the above paragraph demonstrates mutuality. However, the Court would note that the emphasis is on employee disputes here and the final sentence can have more than one interpretation regarding "termination by Sun Valley Raisins or you" which could make this entirely one-sided.

Turning to the issue of the statute of limitations, "parties may agree, in an arbitration agreement or otherwise, to shorten the limitations period applicable to a claim." (*Ramirez v. Charter Communications, Inc.* (2024) 16 Cal.5th 478, 501.) Any shortened period must be reasonable. (*Ibid*.) Here, Plaintiff has asserted claims for unpaid wages and corresponding penalties. Courts have found shortening time for similar claims which may also preclude an investigation by DFEH was unconscionable. (*Id*. at pp. 501-503.)

Regarding costs and fees, the agreement states, "You and Sun Valley Raisins shall each bear respective costs for legal representation at any such arbitration. The cost of the arbitrator and court reporter, if any, shall be shared equally by both parties, or as determined by the arbitrator." (Moles Decl., Exh. B.) Limitations on recovery are indicative of substantive unconscionability. (*Armendariz v. Foundation Health Psychcare Services, Inc.*, *supra*, 24 Cal.4th at pp. 103-104.) This agreement does appear to limit recovery of attorney fees.

The agreement purports to cover all claims arising from the employment relationship. (Moles Decl., Exh. B.) As there are claims which cannot rightfully be subject to an arbitration agreement, this too demonstrates substantive unconscionability. (*McGill v. Citibank, N.A.* 2 Cal.5th 945, 961-962; *Liu v. Miniso Depot CA, Inc.* (2024) 105 Cal.App.5th 791, 801-802.)

Plaintiff has shown both procedural and substantive unconscionability with regard to the agreement. As such, the Court finds the agreement is unconscionable.

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: lmg on 1-27-26.
(Judge's initials) (Date)