

Tentative Rulings for February 5, 2026
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.*

18CECG03507 *Sean Berry v. Pleasanton Fitness, LLC*—the hearing has been moved to Department 403

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

21CECG02567 *Catalina Mendoza v. Maria Tinoco* is continued to Thursday, March 19, 2026, at 3:30 p.m. in Department 501.

25CECG01717 *Orlonzo Hedrington v. William Woolman* is continued to Wednesday, February 11, 2026, at 3:30 p.m. in Department 501.

24CECG03458 *Aiden Kelly-Johnson v. City of Fresno* is continued to Thursday, March 5, 2026, at 3:30 p.m. in Department 501.

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 501

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Tentative Ruling

Re: **Wheeler v. Spane et al.**
Superior Court Case No. 25CECG02378

Hearing Date: February 5, 2026 (Dept. 501)

Motion: Demurrer to First Amended Cross-Complaint

Tentative Ruling:

To sustain, with cross-complainants granted 10 days' leave to file a second amended cross-complaint as to Elisa Wheeler only. To sustain without leave to amend as to James Wheeler, Jr., and Skyla Wheeler. The time in which the pleading may be amended will run from service of the order by the clerk. (Code Civ. Proc., § 430.10, subd. (e).) All new allegations shall be in **boldface** type.

If oral argument is timely requested, such argument will be entertained on Tuesday, February 10, 2026, at 3:30 p.m. in Department 501.

Explanation:

The First Amended Cross-Complaint ("FACC") filed by Scott and Kristy Anderson ("the Andersons") alleges a single intentional tort cause of action for interference with contractual relationship.

The FACC alleges that the Andersons own the 2762 Loyola Avenue property ("the Loyola Property") and defendants James and Skyla Wheeler ("the Wheelers") moved into the property commonly known as 1735 N. Park Avenue ("the Park Home") which is situated so the two properties share a fence between their backyards. (FACC ¶¶ 17, 19.) The Andersons entered into a residential lease "arrangement" [not contract] with Holly and Michael MacNeill who took possession of the Loyola Property. Shortly after the Wheelers moved into the Park Home, Elisa Wheeler's husband engaged in predatory conduct to groom and entice the young children of the MacNeills. Specifically, the FACC alleges that "Elisa's husband spoke to the young children, trying to get them to engage with him [sic], with various artifices such as a puppy he held over the fence while asking the young children if their parents were home, *inter alia*. Cross-Defendants' [sic] were aware of the predatory nature of Elisa's husband, as he was the father of the other two Cross-Defendants and they had lived together for many years." (FACC ¶ 20.) In February 2024, Elisa's husband was arrested for child pornography (and later incarcerated) and continued to visit the Park Home after his arrest, a fact which was deeply disturbing and unsettling to the MacNeills considering the previous conduct by Elisa's husband. (FACC ¶¶ 21, 25.) Additionally, the Wheelers often held loud and obnoxious parties in their backyard. At these parties on numerous occasions, the Wheelers and party guests became unruly and would hit and destroy the MacNeill's personal property "by hitting [MacNeill's] personal property with an [sic] large umbrella. Cross-Defendants and their guests were successful in damaging Tenant's speakers, amongst other things." (FACC ¶¶ 22, 23.) Cross-defendants and their guests even battered Michael MacNeil with the

umbrella and he suffered unspecified injuries. (FACC ¶ 24.) “Cross-Defendants’ intentional acts procured the breach of, interfered with and prevented the fruition of the Contractor Relationship from continuing.” (FACC ¶ 28.) The Andersons are under contract to sell the property, but the sale has apparently been hindered by a Notice of Pendency of Action recorded by the Wheelers’ counsel (FACC ¶¶ 12-14), though the *lis pendens* is not mentioned in the first cause of action as a basis for the claim. These allegations appear to be an unintended remnant of the dropped cause of action for slander of title.

The elements of the cause of action for intentional interference with contractual relations are (1) the existence of a valid contract between the plaintiff and a third party, (2) the defendant’s knowledge of that contract, (3) the defendant’s intentional acts designed to induce a breach or disruption of the contractual relationship, (4) actual breach or disruption of the contractual relationship, and (5) resulting damage. (*Pacific Gas & Electric Co. v. Bear Stearns & Co.* (1990) 50 Cal.3d 1118, 1126.) The plaintiff or cross-complainant must prove that defendant “intended to disrupt the performance of [a] contract/ [or] knew that disruption of performance was certain or substantially certain to occur.” (CACI No. 2201.) “The use of the words wrongfully, willfully, and maliciously adds nothing to the pleadings except to convey a sense of outrage on the part of the appellant [citation.]” (*Marin v. Jacuzzi* (1964) 224 Cal.App.2d 549, 552.)

Initially, the demurrer is sustained because the FACC does not distinguish between the three cross-defendants, two of whom are minor children. This cause of action is an intentional tort, and the Andersons need to allege a viable cause of action against each cross-defendant who is alleged to have interfered with the contract. Facts sufficient to state a cause of action against each cross-defendant must be alleged. Lumping all three under the category of “Cross-Defendant” is not sufficient.

Additionally, the first and second elements are not adequately pled. The FACC alleges that there was a “residential lease arrangement” between the MacNeils and the Andersons. (FACC ¶ 18.) It is unclear what the “arrangement” was, and what of the arrangement was known to Elisa, James T. (“JT”) and Skyla.

As for the third element, the actor need not act “for the purpose of interfering with the contract or desire it but knows that the interference is certain or substantially certain to occur as a result of his action. The rule applies, in other words, to an interference that is incidental to the actor’s independent purpose and desire but known to him to be a necessary consequence of his action.” (*Quelimane Co. v. Stewart Title Guaranty Co.* (1998) 19 Cal.4th 26, 56.) The Andersons contend that this element is satisfied because Elisa Wheeler, with knowledge of her husband’s sexual propensities, failed to supervise “her husband behavior” [sic] allowing him to groom the MacNeill’s children. (FACC ¶ 20.) However, neither the FACC nor the opposition to the demurrer identifies any duty of supervision on Elisa’s part, much less on the part of the two minor cross-defendants. The opposition also relies on the allegations of the Wheelers having multiple loud and obnoxious parties, the Wheelers and guests of the Wheelers hitting and destroying the MacNeills’ personal property with a large umbrella, and the Wheelers and guests of the Wheeler’s battering tenant Michael MacNeil. (FACC ¶¶ 23, 24.) Again, who exactly engaged in this conduct and how is entirely vague. The FACC also fails to allege facts establishing that Elisa, JT and Skyla each owed a duty to prevent battery committed by their unidentified guest or guests.

The fourth element is also not adequately pled. The FACC alleges in conclusory fashion that cross-defendants' acts "procured the breach of, interfered with and prevented the fruition of the Contractor Relationship from continuing." (FACC ¶ 28.) This allegation is entirely vague and confusing. How was the contract (if there was a contract – this is not clearly alleged) breached, what is the "Contractor Relationship" (which is not defined anywhere in the FACC), and how was its "fruition" prevented? The court does not know what to make of these allegations.

Finally, the fifth element is also vague. What damages did the Andersons sustain? The allegation at paragraph 30 is quite vague and uncertain.

Leave to amend will be granted as to Elisa Wheeler only. The Andersons make no argument in support of any claim against JT and Skyla, only asserting in the opposition that "The [FACC] sufficiently alleges facts to state a cause of action against the Wheelers demurrer because they have properly alleged that actions by both James Wheeler, Elisa's husband, and Elisa Wheeler have disturbed the safety and enjoyment of the Anderson's tenants use of the property commonly known as 2762 Loyola Avenue, ultimately causing the Andersons to attempt to sell the property." (Oppo. 2:13-18.)

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 1/30/2026.
(Judge's initials) (Date)

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Tentative Ruling

Re: ***Herrera v. Pridestaff, Inc., et al.***
Superior Court Case No. 22CECG04217

Hearing Date: February 5, 2026 (Dept. 501)

Motion: by Plaintiff for Approval of PAGA Settlement

Tentative Ruling:

To deny without prejudice.

If oral argument is timely requested, such argument will be entertained on Tuesday, February 10, 2026, at 3:30 p.m. in Department 501.

Explanation:

As an initial matter, this case is presently stayed and no party has moved for an order lifting the stay. In the interests of judicial economy, the court has reviewed the moving papers and examined the merits of the settlement rather than ordering the matter off calendar due to the stay. The stay must be lifted before approval can be granted.

Additionally, it appears plaintiff intends to settle both Fresno Superior Court Case Nos. 22CECG03411 and 22CECG04217 by way of the settlement agreement submitted for approval in this motion. (See, Hawkins Decl., Ex. A, PAGA Settlement Agreement, ¶ 1.1.) No party has undertaken to file a notice of related case or to consolidate these two matters. Representations in the PAGA Settlement Agreement that the parties intend to settle both actions within the one agreement are not sufficient to formally consolidate the claims. To the extent approval is only required for the PAGA claims in the case at bench, and no approval is required for any settlement related to plaintiff's individual wage and hour claims in Case No. 22CECG03411, consolidation would not be necessary. The parties are requested to clarify if their intent is for this motion for settlement approval to apply to both actions.

Motion for Approval of the PAGA Settlement

Because an aggrieved employee's action under the [PAGA] functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government. The act authorizes a representative action only for the purpose of seeking statutory penalties for Labor Code violations (Lab. Code, section 2699, subds. (a), (g)), and an action to recover civil penalties 'is fundamentally a law enforcement action designed to protect the public and not to benefit private parties.

(Iskanian v. CLS Transportation Los Angeles, LLC (2014) 59 Cal.4th 348, 381.)

A PAGA representative action is therefore a type of *qui tam* action. Traditionally, the requirements for enforcement by a citizen in a *qui tam* action have been (1) that the statute exacts a penalty; (2) that part of the penalty be paid to the informer; and (3) that, in some way, the informer be authorized to bring suit to recover the penalty. The PAGA conforms to these traditional criteria, except that a portion of the penalty goes not only to the citizen bringing the suit but to all employees affected by the Labor Code violation. The government entity on whose behalf the plaintiff files suit is always the real party in interest in the suit.

(*Id.* at 382, internal citation omitted.)

“PAGA settlements are subject to trial court review and approval, ensuring that any negotiated resolution is fair to those affected.” (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549, citing Labor Code section 2699(l)(2): “The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court.”)

[A] trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws. (See *Williams, supra*, 3 Cal.5th at p. 546, 220 Cal.Rptr.3d 472, 398 P.3d 69 [PAGA “sought to remediate present violations and deter future ones”]; *Arias, supra*, 46 Cal.4th at p. 980, 95 Cal.Rptr.3d 588, 209 P.3d 923 [the declared purpose of PAGA was to augment state enforcement efforts to achieve maximum compliance with labor laws].)

(*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

“Thus, while PAGA does not require the trial court to act as a fiduciary for aggrieved employees, adoption of a standard of review for settlements that prevents “ ‘ “ ‘fraud, collusion or unfairness’ ” ’ ” (*Dunk, supra*, 48 Cal.App.4th at pp. 1800–1801, 56 Cal.Rptr.2d 483), and protects the interests of the public and the LWDA in the enforcement of state labor laws is warranted. Because many of the factors used to evaluate class action settlements bear on a settlement's fairness—including the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount—these factors can be useful in evaluating the fairness of a PAGA settlement.”

(*Moniz, supra*, (2021) 72 Cal.App.5th 56, 77.)

Under the former general provisions of the PAGA scheme, 75% of the civil penalties recovered goes to the state while the remaining amount is given to the aggrieved employees. (former Lab. Code, § 2699, subd. (i).) Here, 75% of the settlement amount, after deduction of attorney fees, costs, administration expenses and incentive payment, is to be paid to the LWDA. As of July 1, 2024 Labor Code section 2699, subdivision (m) was amended to provide a greater share of PAGA penalties to the aggrieved employees, 65% of the penalties recovered going to the state and the remaining 35% given to the

aggrieved employees. This action was filed before the amendment was effective and the settlement distribution reflects the statute at that time.

1. Notice to LWDA

“An employee plaintiff suing, as here, under [PAGA], does so as the proxy or agent of the state's labor law enforcement agencies.” (*Raines v. Coastal Pacific Food Distributors, Inc.* (2018) 23 Cal.App.5th 667, 674, internal quotations omitted.) For that reason, Labor Code section 2699, subdivision (s)(2) requires that any proposed settlement of a PAGA claim be submitted to the Labor Workforce Development Agency at the same time it was submitted to the court. The submission provided in evidence indicates the Settlement Agreement and moving papers were submitted to the LWDA on November 3, 2026. (Hawkins Decl., ¶ 65, Ex. 2.)

2. Fairness of the Settlement Amount

As mentioned above, the Court of Appeal in *Moniz v. Adecco USA, Inc.*, *supra*, 72 Cal.App.5th 56 stated that the trial court should review PAGA settlements to determine whether they are fair, adequate and reasonable. (*Moniz, supra*, at pp. 75-77.) “Because many of the factors used to evaluate class action settlements bear on a settlement's fairness—including the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount—these factors can be useful in evaluating the fairness of a PAGA settlement.” (*Id.* at p. 77.)

“Given PAGA's purpose to protect the public interest, we also agree with the LWDA and federal district courts that have found it appropriate to review a PAGA settlement to ascertain whether a settlement is fair in view of PAGA's purposes and policies. We therefore hold that a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Ibid.*, internal citations and footnote omitted.)

a. *Strength of the Case*

The declaration of attorney James R. Hawkins sets out the maximum statutory liability of \$3.36 million for the Labor Code violations for which PAGA penalties are sought and assesses the realistic exposure to be \$963,598. (Hawkins Decl., ¶¶ 23, 25-26.) These calculations are premised on a total of 7,859 pay periods in the PAGA period. (*Ibid.*) The amount of pay periods is without foundation, as there is no evidence from defendant to support the number of pay periods. As such the figures calculated from the estimated pay periods also lack foundation.

Counsel provides a thorough discussion of his assessment of the strengths and weaknesses in evaluating each of the Labor Code claims. (Hawkins Decl., ¶25.) However, the discussion of the potential value of the case is the starting point for any discussion of whether the settlement is fair, reasonable and adequate, and the analysis without foundation is insufficient to justify a settlement in any amount.

b. *Stage of the Proceeding*

A presumption of fairness exists where the settlements is reached through arm's length mediation between adversarial parties, where there has been investigation and discovery sufficient to allow counsel and the court to act intelligently, and where counsel is experienced in similar litigation. (*Dunk v. Ford Motor Company* (1996) 48 Cal. App 4th 1794, 1802.) Here, the case settled after the parties attended mediation and reached a global settlement of the claims in the action. (Hawkins Decl., ¶ 11.)

Counsel attests to the settlement as a product of investigation of the potential value and strength of plaintiffs' claims while taking into account the legal issues related to the PAGA claim and the costs and risks of continuing litigation. (Hawkins Decl., ¶¶ 9-10.)

Regarding pre-settlement discovery, counsel attests to having engaged in informal discovery and independent investigation to evaluate the claims and defenses. (Hawkins Decl. ¶ 9.) Defendant produced a sample of pay and time records, detailed policies and practices regarding timekeeping, meal and rest periods, overtime calculations, plaintiff's wage statements, handbooks and job descriptions and other personnel-related documentation which was reviewed to evaluate the plaintiffs' claims. (*Ibid.*)

The case settled after a mediation session on December 18, 2024, approximately 26 months after the class action Complaint was filed. This stage of the proceeding appears appropriate for settlement.

c. *Risks of Litigating Case through Trial*

The moving papers indicate risks in continuing to trial included defendants' disputed liability and assertion of defenses, including that any violations were not a result of company policy but of an employee's voluntary choice. Additionally cited in is the court's wide latitude to reduce civil penalties within the PAGA statute itself. (Lab. Code, § 2699, subd. (e)(2).) Although the analysis appear to be applicable to any PAGA action and not unique to plaintiff's claims, the court finds this factors weighs in favor of approval.

d. *Amount of Settlement*

The gross settlement is \$320,000, and to assess the reasonableness of this amount, the court ordinarily needs a good valuation of the total potential penalties. Here, the motion provides detailed analysis of potential penalties, however those calculations are based on a number of pay periods for which there is no foundation. As a result, the court is unable to determine whether the amount of the settlement is reasonable.

e. *Experience and Views of Counsel*

Plaintiff's counsel with James Hawkins APLC law firm are experienced in wage and hour and employment litigation including individual claims and class actions. (Hawkins Decl., ¶¶ 32-42.) Attorney Hawkins has stated that the settlement is fair, adequate and reasonable under the circumstances which weighs in favor of approving the settlement.

However, without evidence regarding the potential value of plaintiff's claims, counsel's opinion is without context. Counsel's opinion alone cannot support the approval of the settlement.

f. *Government Participation*

No government entity participated in the case, so this factor does not favor either approval or disapproval of the settlement.

3. Attorney's Fees and Costs

The settlement agreement provides that plaintiffs' counsel would get up to \$112,000 (35% of the total gross recovery) in attorney's fees, plus another costs of up to \$26,000. (Settlement Agreement, ¶ 3.2.1.) Plaintiff's actual costs are \$25,240.01 and actual costs are requested to be approved. (Hawkins Decl., ¶ 63, Exh. 3.)

Courts have approved awards of fees in class actions that are based on a percentage of the total common fund recovery. (*Laffitte v. Robert Half Internat.* (2016) 1 Cal.5th 480, 503.) It appears that the same reasoning would apply to PAGA settlements, which bear similarities to class actions. However, the court may also perform a lodestar calculation to double check the reasonableness of the fee request. (*Laffitte, supra*, at pp. 504-506.) Labor Code section 2699, subdivision (g)(1) states that the prevailing employee "shall be entitled to an award of reasonable attorney's fees and costs."

Records by counsel of the time actually spent on a matter are the starting point for any lodestar determination. (*Horsford v. Board of Trustees* (2005) 132 Cal. App. 4th 359, 394.)

A court assessing attorney's fees begins with a touchstone or lodestar figure, based on the 'careful compilation of the time spent and reasonable hourly compensation of each attorney . . . involved in the presentation of the case." *Serrano v. Priest* (*Serrano III*) (1977) 20 Cal.3d 25, 48. As our Supreme Court has repeatedly made clear, the lodestar consists of "the number of hours *reasonably expended* multiplied by the *reasonable* hourly rate. . . ." *PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084, 1095, italics added; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1134.)

Reasonable hourly compensation is the "hourly prevailing rate for private attorneys in the community conducting noncontingent litigation of the same type" (*Ketchum v. Moses, supra*, 24 Cal.4th at p. 1133.)

Here, the fee request is 35% of the gross settlement, which is somewhat higher than the average request of one-third of the gross settlement. In support of the requested fees, counsel attests to the experience of himself and three associate attorneys, their hourly rates, tasks completed, and the number of hours spend on those litigation activities. (Hawkins Decl., ¶¶ 49-52.) Counsel's hourly rates range from \$450 to \$1,050 per hour and the attorneys spend a combined 220.3 hours litigating this action. (*Ibid.*) Counsel additionally attests to the paralegal billing rate of \$220 and a total of 52.7 hours attributed to this action. (*Id.*, ¶ 53.) The lodestar is calculated to be \$193,574.00, which does not include time preparing and appearing for the hearing on this motion or time spent

communicating with the settlement administrator. (*Id.*, ¶ 55.) Although counsel's summary provides a basis for assessing the lodestar, the hourly rates charged greatly exceed those charged by local counsel.

In the absence of detailed contemporaneously-kept billing records, evidence supporting the billing rates claimed by class counsel, and evidence to address whether any multiplier should be applied to bring the lodestar close to the fee award sought, the request for approval of the fees is denied without prejudice.

The court's approval of actual costs of \$25,240.01 is requested. (Hawkins Decl., ¶ 63, Ex. 3.) The court intends to approve the request.

4. Incentive Payment to Plaintiff

Plaintiff Sophia Herrera is to be paid \$2,500 as "PAGA Representative Service Payment" in recognition of her work in this litigation and the reputational risks assumed in litigating against a former employer. Plaintiff argues the purpose of such an award is to incentivize aggrieved employees to step forward to enforce the Labor Code.

There is nothing in PAGA that specifically authorizes an additional incentive payment to the named plaintiff. PAGA only authorizes awards of penalties to aggrieved employees based on actual violations of the Labor Code. (Labor Code § 2699(m).) It is unclear whether additional payments to named plaintiffs are proper in PAGA actions, although such payments are common in class actions. (*Rodriguez v. West Publishing Corp.* (2009) 563 F.3d 948, 958.) "Given the potential for recovery of significant civil penalties if the PAGA claims are successful, as well as attorney fees and costs, plaintiffs have ample financial incentive to pursue the remaining representative claims under the PAGA" (*Munoz v. Chipotle Mexican Grill, Inc.* (2015) 238 Cal.App.4th 291, 311.)

The court intends to deny the requested "PAGA Representative Service Payment" as it is not within the PAGA statutory scheme. To the extent the payment may be based upon plaintiff's general release of claims against her employer, although those individual claims for Labor Code violations may have value, the damages to which plaintiff may be entitled are distinct from civil penalties recovered on behalf of the state under PAGA. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 381, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639, 662; see also *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 197.) A separate settlement of plaintiff's individual claims apart from the PAGA settlement is not subject to the court's review but this is not how the parties have chosen to proceed at this time.

5. Settlement Administration

The parties request approval of up to \$4,775 for settlement administration costs to Apex Class Action Administration. Although the amount appears reasonable, in a subsequent submission the court requests evidence to confirm the services can be performed within the allotted amount.

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Tentative Ruling

Re: **Jacob Chavoya v. Merrill Gardens LLC**
Superior Court Case No. 24CECG01689

Hearing Date: February 5, 2026 (Dept. 501)

Motion: by Defendant to Stay Proceedings

Tentative Ruling:

To grant and stay proceedings in this court action pending the completion of arbitration of plaintiff's individual claims.

If oral argument is timely requested, such argument will be entertained on Tuesday, February 10, 2026, at 3:30 p.m. in Department 501.

Explanation:

Plaintiff Jacob Chavoya's ("plaintiff") Complaint raises a single cause of action under PAGA, whereby he seeks civil penalties as an aggrieved employee and on behalf of other aggrieved employees against defendant Merrill Gardens, LLC dba Truewood by Merrill ("defendant"). The parties stipulated to arbitration of plaintiff's individual PAGA claims. (Roney decl., ¶ 4, Exh. A.) Now, defendant seeks to stay proceedings in this matter as to plaintiff's representative claims.

If a court of competent jurisdiction has ordered arbitration of an issue involved in a pending action, the court, upon motion of a party to the action, shall stay the action until an arbitration is had in accordance with the order to arbitrate. (Code Civ. Proc., § 1281.4.) "The trial court may exercise its discretion to stay the non-individual [PAGA] claims pending the outcome of the arbitration [of plaintiff's individual PAGA claims] pursuant to section 1281.4 of the Code of Civil Procedure." (*Adolph v. Uber Technologies, Inc.* ("Adolph") (2023) 14 Cal.5th 1104, 1123.) The opposing party would need to present a convincing argument as to why this would be an impractical manner of proceeding. (*Id.*, at 1124.)

Centrally, defendant presents that the issue of plaintiff's standing as a PAGA representative will be challenged in arbitration as well as this litigation. In *Adolph*, the California Supreme Court held that if an arbitrator determines the plaintiff "is not an aggrieved employee and the court confirms that determination and reduces it to a final judgment, the court would give effect to that finding," rendering the plaintiff unable to prosecute non-individual PAGA claims due to lack of standing. (*Adolph, supra*, 14 Cal.5th at p. 1124.) Defendant argues that since this will be determined in arbitration, the present action as to the remaining representative claims should be stayed.

Consistent with its prior decision in *Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 83-84, the *Adolph* court held the plain language of the statute has only two requirements for standing to bring a PAGA claim: The plaintiff must allege that he or she

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Tentative Ruling

Re: ***Messerlian v. Service Employees International Union, Local 1000***
Superior Court Case No. 24CECG02860

Hearing Date: February 5, 2026 (Dept. 501)

Motion: by Defendant for Summary Judgment or, in the Alternative, Summary Adjudication

Tentative Ruling:

To grant the motion for summary judgment.

If oral argument is timely requested, such argument will be entertained on Tuesday, February 10, 2026, at 3:30 p.m. in Department 501.

Explanation:

Evidentiary Objections

The court sustains plaintiff's evidentiary objection number 23 and overrules plaintiff's evidentiary objection numbers 1, 2 and 4 – 22. The court refrains from ruling as to objection number 3 as it is not necessary for the motion at issue.

The court sustains defendant's evidentiary objection number 1 as to plaintiff's declaration beginning with "and Defendant" through the end of the referenced sentence. The court overrules defendant's evidentiary objection number 1 as to plaintiff's declaration beginning with "Prior" and concluding with "psychologist". The court overrules defendant's evidentiary objection numbers 2 - 6 as to plaintiff's declaration.

The court sustains defendant's evidentiary objection numbers 19 - 21 and 23 as to the Sagaser Declaration. The court overrules defendant's evidentiary objection numbers 9 and 11 - 17 as to the Sagaser Declaration. The court refrains from ruling as to defendant's evidentiary objection numbers 1 - 8, 10, 18 and 22 as they are not necessary for the motion at issue.

Merits

Burden on Summary Judgment/Adjudication

A trial court shall grant summary judgment where there are no triable issues of material fact and the moving party is entitled to judgment as a matter of law. (Code Civ. Proc., §437c, subd. (c).) In determining a motion for summary judgment, the court views the evidence "in the light most favorable to the plaintiff", liberally construing plaintiff's evidence and strictly scrutinizing the defendant's evidence. (*Nazir v. United*

Airlines, Inc. (2009) 178 Cal.App.4th 243, 254.) The court does not weigh evidence or inferences (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 856), nevertheless, the court shall consider all inferences reasonably deducible from the evidence unless it is controverted by other inferences or evidence. (Code Civ. Proc., § 437c, subd. (c).) Doubts as to whether there is a triable issue of fact are resolved in favor of the opposing party. (*Ingham v. Luxor Cab Co.*, *supra*, 93 Cal.App.4th 1045, 1049.)

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].)

A summary judgment motion must show that the “material facts” are undisputed. (Code Civ. Proc., § 437c, subd. (b)(1).) The pleadings serve as the “outer measure of materiality” in a summary judgment motion, and the motion may not be granted or denied on issues not raised by the pleadings. (*Laabs v. City of Victorville* (2008) 163 Cal.App.4th 1242, 1258; *Nieto v. Blue Shield of Calif. Life & Health Ins. Co.* (2010) 181 Cal.App.4th 60, 74 [pleadings determine the scope of relevant issues on a summary judgment motion].)

Burden Shifting in Employment Discrimination Cases

Special rules govern allocation of the burden of proof on motions for summary judgment in employment discrimination cases, under both federal and state law, and state courts follow the approach taken by federal courts in these cases. The test uses a system of shifting burdens. (*Guz v. Bechtel Nat'l, Inc.* (2000) 24 Cal.4th 317, 354-355.) It is intended to sharpen the inquiry into the factual question of intentional discrimination. When the employer seeks summary judgment, the initial burden rests with the employer to show that no unlawful discrimination [or retaliation] occurred. (Code Civ. Proc. § 437c, subd. (p)(2); see *Guz v. Bechtel Nat'l, Inc.*, *supra*; *University of Southern California v. Superior Court* (1990) 222 Cal.App.3d 1028, 1036; *Sada v. Robert F. Kennedy Medical Center* (1997) 56 Cal.App.4th 138, 155 [same test applies with FEHA retaliation claims].) It does this first by showing that the employee's action has no merit. (CCP § 437c(p) (2).) It may do so by evidence that either: 1) negates an essential element of the employee's claim; or 2) shows some “legitimate, nondiscriminatory reason” for the action taken against the employee. (See *Caldwell v. Paramount Unified School Dist.* (1995) 41 Cal.App.4th 189, 202–203.)

If the employer meets this initial burden, to avoid summary judgment the employee must produce “substantial responsive evidence that the employer's showing was untrue or pretextual,” thereby raising at least an inference of discrimination. (*Hersant v. California Dept. of Social Services* (1997) 57 Cal.App.4th 997, 1004-1005 (internal quotes omitted); *University of So. Calif. v. Sup.Ct. (Miller)* (1990) 222 Cal.App.3d 1028, 1036.)

In determining whether these burdens were met, the court must view the evidence in the light most favorable to plaintiff, as the nonmoving party, liberally construing his

evidence while strictly scrutinizing defendant's evidence. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 856.)

Here, plaintiff has asserted both age and disability discrimination resulting in plaintiff's termination. Defendant argues that plaintiff was terminated as a result of a change in administration for defendant. This change in administration resulted in termination of plaintiff's position in Community Outreach. (UMF Nos. 31-32.) To challenge this, plaintiff has raised evidentiary objections to the Declaration of Arnone, which the court has overruled. Defendant has met its burden in showing a legitimate, nondiscriminatory reason for plaintiff's termination. Plaintiff has not cited to any evidence which creates a dispute as to whether an administration change also prompted termination of plaintiff's Community Outreach position. The burden then shifts to plaintiff to present substantial responsive evidence of pretext. (*Moore v. Regents of University of California* (2016) 248 Cal.App.4th 216, 236.)

Plaintiff argues that a statistical disparity exists between the average age of employees retained after the layoff and those terminated. In disparate treatment matters, plaintiffs allege treatment which is less favorable as compared to others based on a discriminatory intent or motive. (*Jumaane v. City of Los Angeles* (2015) 241 Cal.App.4th 1390, 1404.) Disparate impact cases are ones where plaintiffs allege a facially neutral employment practice or policy which has a significant adverse effect on a protected group. (*Id.* at pp. 1404-1405.) To show disparate impact "valid statistical evidence is required" which "must be sufficiently substantial" to indicate causation. (*Id.* at p. 1405.) Here, if the court were to accept that termination qualifies as an employment practice or policy, there is still an issue with plaintiff's purported statistics. Plaintiff asserts average ages of individuals retained or terminated while omitting the youngest and four of the oldest employees respectively. Additionally, plaintiff's arguments focus on plaintiff as the oldest person impacted. Thus, it is unclear why plaintiff attempts to utilize theories involving statistical analysis where it does not appear plaintiff is making a disparate impact claim. (*Id.* at p. 1406.)

Plaintiff also argues that California law allows for mixed motive discrimination theories. A mixed motive case is one where legitimate and illegitimate reasons motivate an adverse employment decision. (*Desert Palace, Inc. v. Costa* (2003) 539 U.S. 90, 93.) In such situations, a plaintiff must show an illegitimate reason was a substantial factor in an adverse employment decision. (*Harris v. City of Santa Monica* (2013) 56 Cal.4th 203, 232.) Neither of these arguments are helpful here. Additionally, plaintiff presents these arguments in a largely conclusory fashion, with minimal analysis.

Plaintiff ultimately has failed to present substantial responsive evidence of pretext. First, plaintiff's reliance on statistical evidence lacks merit. Second, plaintiff offers that in 2015 another employee made remarks about her own young age and a desire for others not to comment on it. (Defendant's Index of Evidence, Exh. C.) Plaintiff claims such comments directly show a priority on younger employees. However, these comments occurred in 2015 and plaintiff was not terminated until 2021. As such, this does not amount to direct evidence of prioritizing younger employees. Third, plaintiff offers that he provided a medical statement to defendant prior to his termination. However, defendant has shown that plaintiff's termination had been decided prior to this note and that plaintiff submitted the note as a result of his impending termination. (UMF Nos. 196-

201.) Plaintiff has failed to present evidence challenging these facts. Here, plaintiff has failed to present substantial evidence of pretext.

For the foregoing reasons, the court grants defendant's motion for summary judgment.

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** 2/3/2026 .

(Judge's initials)

(Date)

(35)

Tentative Ruling

Re: ***Gutierrez v. Rodriguez et al.***
Superior Court Case No. 24CECG02467

Hearing Date: February 5, 2026 (Dept. 501)

Motions: (1) by Cross-Defendant Antonette Gutierrez for Summary Judgment or, in the Alternative, Summary Adjudication;
(2) by Plaintiff Antonette Gutierrez for Summary Judgment

Tentative Ruling:

To grant the motion for summary judgment as to the Cross-Complaint. Cross-defendant Antonette Gutierrez is directed to submit a proposed judgment within five days of service of the order by the clerk.

To continue the motion for summary judgment as to the Complaint for failure to pay to have the motion heard, to Wednesday, February 11, 2026, 3:30 p.m. in Department 501. Plaintiff Antonette Gutierrez is directed to remit payment for the second motion no later than 5:00 p.m. on Friday, February 6, 2026. Failure to make the timely payment will result in taking the second motion for summary judgment off calendar.

If oral argument is timely requested, such argument will be entertained on Wednesday, February 11, 2026, at 3:30 p.m. in Department 501.

Explanation:

Cross-Complaint

Cross-defendant Antonette Gutierrez ("cross-defendant") seeks summary judgment of the Cross-Complaint ("CC") filed by cross-complainant Alice Rodriguez ("cross-complainant"). The CC states five causes of action: quiet title; slander of title; conspiracy to slander title; cancellation of instruments; and declaratory relief.¹

A trial court shall grant summary judgment where there are no triable issues of material fact and the moving party is entitled to judgment as a matter of law. (Code Civ. Proc. §437c(c); *Schacter v. Citigroup* (2009) 47 Cal.4th 610, 618.) The issue to be determined by the trial court in consideration of a motion for summary judgment is whether or not any facts have been presented which give rise to a triable issue, and not to pass upon or determine the true facts in the case. (*Petersen v. City of Vallejo* (1968) 259 Cal.App.2d 757, 775.)

The moving party bears the initial burden of production to make a prima facie showing of the nonexistence of any triable issue of material fact; if he or she carries this burden, the burden shifts to plaintiff to make a prima facie showing of the existence of a

¹ Cross-defendant's Request for Judicial Notice is granted as to Exhibits A through D.

triable issue. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 849.) A defendant has met his burden of showing that a cause of action has no merit if he has shown that one or more elements of the cause of action cannot be established, or that there is a complete defense to that cause of action. (*Ibid.*) Once the defendant has met that burden, the burden shifts to the plaintiff to show a triable issue of one or more material facts exists as to the cause of action or a defense thereto. (*Ibid.*)

Affidavits of the moving party must be strictly construed and those of the opponent liberally construed. (*Petersen, supra*, 259 Cal.App.2d at p. 775.) The opposing affidavit must be accepted as true, and need not be composed wholly of strictly evidentiary facts. (*Ibid.*) Any doubts are to be resolved against the moving party. The facts in the affidavits shall be set forth with particularity. (*Ibid.*) The movant's affidavit must state all of the requisite evidentiary facts and not merely the ultimate facts or conclusions of law or conclusions of fact. (*Ibid.*) All doubts as to the propriety of granting the motion are to be resolved in favor of the party opposing the motion. (*Hamburg v. Wal-Mart Stores, Inc.* (2004) 116 Cal.App.4th 497, 502.)

Cross-defendant submits a threshold inquiry as to the causes of action for quiet title, and slander of title, both of which rely on an invocation, in part, of Title 11 of the United States Code, regarding bankruptcy and the automatic stay. Though the parties characterize this as a test of standing, it is one of powers, namely "[i]f the debtor or trustee chooses not to invoke the protections of the automatic stay, no other party may attack any act in violation of the automatic stay." (*Danko v. O'Reilly* (2014) 232 Cal.App.4th 732, 748 ["*Danko*"].) In other words, only the debtor or the bankruptcy trustee have the right to invoke the protections of the automatic stay.

Here, there is no material dispute that the bankruptcy in question was initiated by debtor Rita Renteria ("Rita")². (Cross-defendant's Statement of Undisputed Material Fact ["UMF"] No. 3, and response thereto; see also UMF No. 8, and response thereto.) There is no dispute that cross-complainant was not the trustee of the bankruptcy estate. (UMF No. 9.) Accordingly, as a matter of law, cross-complainant may not invoke the protections of the automatic stay. (*Danko, supra*, 232 Cal.App.4th at p. 748 *citing* *Campbell v. Lauigan* (1988) 202 Cal.App.3d 651, 658 [quoting that "It is fundamental under federal bankruptcy law that the automatic stay operates for the benefit of the debtor and trustee only, and gives other parties interested in property affected by the automatic stay no substantive or procedural rights."])

Cross-complainant argues in opposition that she may assert these claims through a doctrine unrelated to treatment of federal bankruptcy laws, under the doctrine of "prudential standing." (See generally *Lexmark Intern., Inc. v. Static Control Components, Inc.* (2014) 572 U.S. 118 ["*Lexmark*"].) Federal judicial powers are limited to resolving cases and controversies, generally requiring a plaintiff to have suffered or be imminently threatened with a concrete and particularized injury in fact. (*Lujan v. Defenders of Wildlife* (1992) 504 U.S. 555, 560.) Prudential standing is a doctrine not derived from the United States Constitution, Article III, and encompasses three broad principles: (1) the

² First names are used as to the Renterias for clarity. No disrespect is intended.

Cross-defendant's Request for Judicial Notice is granted as to Exhibit N.

general prohibition of a litigant's raising another person's legal rights; (2) the rule barring adjudication of generalized grievances more appropriately addressed in the representative branches; and (3) the requirement that a plaintiff's complaint fall within the zones of interests protected by the law invoked. (*Lexmark, supra*, 572 U.S. at pp. 125-126.) A court cannot limit a cause of action that Congress has created merely because prudence dictates. (*Id.* at p. 128.)

Here, we do not have a cause of action enumerated by federal statute as it pertains to a bankruptcy action. Moreover, it is long recognized that only debtors and the bankruptcy trustee have the power to invoke protections of an automatic stay. (*Danko, supra*, 232 Cal.App.4th at p. 748 ["Nor, as California recognizes, is the violation of a bankruptcy stay a sword in the hands of 'nondebtor entities' That recognition has existed for many years."]) Cross-complainant otherwise relies on a series of cases involving first amendment rights, where litigants may be permitted to challenge a statute not because their own rights of free expression are violated, but because of a judicial prediction or assumption that the existence of the statute may cause others not before the court to refrain from constitutionally protected speech or expression. (*Matrixx Initiatives, Inc. v. Doe* (2006) 138 Cal.App.4th 872, 878-879 citing *Broadrick v. Oklahoma* (1973) 413 U.S. 601, 612.) Thus, where society's interest outweighs the concern that constitutional adjudication be avoided, a statute may be challenged. (*Secretary of State of Md. v. Joseph H. Munson Co., Inc.* (1983) 467 U.S. 947, 956.) In sum, cross-complainant fails to demonstrate how the doctrine of prudential standing is applicable in the present matter.³

Based on the above, the court finds that cross-defendant has met its burden to demonstrate no triable issues of material fact as to essential elements to the first and second causes of action, for quiet title, and slander of title, namely the allegation that there was no right to convey title of the real property in question to the trust administered by cross-defendant.⁴ The burden shifts to cross-complainant. Cross-complainant submits no further argument as to the first and second causes of action.

Continuing as to threshold issues as to the remaining, third, fourth and fifth causes of action, for conspiracy to slander title, cancellation of instrument and declaratory relief, cross-defendant submits that there are no disputes of material fact, among other bases, because cross-complainant's interest was null. In effect, cross-defendant renews an argument made on demurrer to the CC on the matter of issue preclusion.⁵

³ Cross-complainant further relies on a federal opinion filed by the Bankruptcy Appellate Panel of the Ninth Circuit Court of Appeals. (*In re Sobczak* (9th. Cir. B.A.P. 2007) 369 B.R. 512.) While the federal opinion describes a "party in interest" in the context of the Bankruptcy Code as one who has an actual pecuniary interest in the case, the federal opinion applied that to the debtor to find that the debtor was indeed such a person. (*Id.* at pp. 517-518.) The federal opinion in all respects is easily harmonized with California case authority that make a more specific finding that only debtors and trustees may invoke the protections of the automatic stay.

⁴ Cross-complainant further argues that cross-defendant's separate statement "contains everything but ultimate facts." The UMFs cited above however, are facts, and not conclusions of law. Accordingly, this argument is not well taken.

⁵ Cross-defendant's Request for Judicial Notice is granted as to Exhibits O through CC, except Exhibit W.

Determining the issue foreclosed by prior judgment is one of the most difficult problems in applying the rule of issue preclusion. (*Burdette v. Carrier Corp.* (2008) 158 Cal.App.4th 1668, 1689.) In making such a determination, several factors are considered: (1) is there a substantial overlap between the evidence or argument to be advanced in the second proceeding and that advanced in the first; (2) does the new evidence or argument involve application of the same rule of law as that involved in the prior proceeding; (3) could pretrial preparation and discovery relating to the matter presented in the first action reasonably be expected to have embraced the matter sought to be presented in the second; and (4) how closely related are the claims involved in the two proceedings? (*Ibid.*)

On this occasion, the parties submit as to certain facts. It is undisputed that cross-complainant obtained an interest in the real property by quitclaim deed, executed by Raymond in favor of cross-complainant. (UMF No. 21.) As such, cross-complainant only has an interest in the subject property to the extent that Raymond had an interest on July 18, 1988. On review of the Statement of Decision in the matter between Raymond and Rita, against cross-defendant in the Fresno Superior Court Case No. 07CECG03513 (the "2007 Matter"), the court made the specific finding that: "with regards to the issue of whether the Pecan Property belongs to [Rita and Raymond], the court's decision is that [Rita and Raymond] have not presented evidence sufficient to establish that [Rita and Raymond] own or are entitled to the Pecan Property." (Cross-Defendant's Compendium of Evidence ["COE"], Ex. 3-R.) Thus, the question answered was in terms of Rita and Raymond's ownership interest in 2011, as was tried. The question answered does not conclude that Rita or Raymond never held an interest to convey at any point in time. Notably, the Statement of Decision reports, consistent with the allegations now pending, that cross-complainant testified that she also claimed an ownership interest, which does not appear to have been adjudicated. (*Id.*, Ex. 3-R, p. 5:12-14.) This framing is consistent with the opinion filed on the appeal of the matter, which evaluated in the primary whether an equitable mortgage was sufficiently proven, and issues on the statute of frauds. (*Id.*, Ex. 3-S.)

Based on the above, and as a matter of law, while there appears to be overlap as to the evidence or arguments advanced here as compared to the first hearing on the matter, it does not appear to be substantial. While there is some closeness of the claims involved, there are material distinctions, or lack of distinctions made, as to the periods of time involved. The court finds that issue preclusion is not sufficiently established to bar further litigation of the issues now pending.

For the same reasons however, statutes of limitation bar cross-complainant's action. It is not materially disputed that cross-complainant participated in the 2007 Matter, and provided testimony consistent with her present claim, that she is a partial interest-holder in the subject real property. (COE, Ex. 3-V, pp. 313:16-314:25, 340:7-342:26.) Thus there is no material dispute that cross-complainant was aware of the controversy of the title on September 29, 2011. (UMF No. 48-50.)⁶ Cross-complainant failed to assert her

⁶ Cross-complainant argues that evidence is improperly submitted and contrary to the "Golden Rule" as discussed in *San Diego Watercrafts, Inc. v. Wells Fargo Bank, N.A.* (2002) 102 Cal.App.4th 308.) The Golden Rule is that "if it is not set forth in the separate statement, it does not exist." (*Id.* at p. 313.) The purpose of the Golden Rule is to provide the trial judge an efficient manner to

own claim at the time of the 2007 Matter, where the issue of title was raised and addressed, particularly as it pertained to the origination of her interest, from Raymond. (COE, Ex. 3-R, p. 2:16-17.) As cross-defendant suggests, these issues on statutes of limitation flow to derivative claims. The third, fourth, and fifth causes of action for conspiracy to slander title, cancellation of instrument, and declaratory relief are all predicated on the premise that cross-complainant is the true owner of the subject real property. (CC, ¶¶ 53, 59, 68.) As that issue is foreclosed, these material facts have been negated. (Compare UMF No. 70.) In other words, cross-defendant can no longer show damages or an actual controversy. Accordingly, summary judgment is granted as to the Cross-Complaint, in favor of cross-defendant Antonette Gutierrez, and against cross-complainant Alice Rodriguez.⁷

Complaint

Embedded within the moving papers is a second motion for summary judgment. Filing in omnibus does not relieve the moving party from two separate filing fees. (Gov. Code, § 70617, subd. (d).) Nor did it remove the obligation to secure a second hearing. (Fresno County Superior Court Local Rules, rule 2.2.1.) However, given the close proximity to the calendared trial date of March 9, 2026, the court, on this occasion only, finds good cause and exercises discretion to continue hearing on the motion for summary judgment of the Complaint to Wednesday, February 11, 2026, 3:30 p.m. in Department 501. Cross-defendant/plaintiff is directed to remit payment for the second motion no later than 5:00 p.m. on Friday, February 6, 2026. Failure to make a timely payment will result in taking the second motion for summary judgment 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: DTT on 2/4/2026.
(Judge's initials) (Date)

evaluate motions for summary judgment. (*Id.* at p. 314.) However, the failure to comply with the requirement may, in the court's discretion, constitute a sufficient grounds for denial of the motion. (*Id.* at p. 315; Code Civ. Proc., § 437c, subd. (b).) The secondary purpose is to avoid issues of due process. (*Id.* at p. 316.) In the instance here, the fact is submitted in the Separate Statement, and in spite of its placement, was made available as a material fact. The court exercises discretion to consider the facts submitted in the Separate Statement as a whole for the purposes of summary judgment in spite of the fractured headings intended for the purposes of summary adjudication. (See also Code Civ. Proc., § 437c, subd. (c).)

⁷ All objections were not material to the disposition of this motion, and no ruling is issued. (Code Civ. Proc., § 437c, subd. (q).)

(27)

Tentative Ruling

Re: **Carol Peterson v. Nationwide Agribusiness Insurance Company**
Superior Court Case No. 24CECG00667

Hearing Date: February 5, 2026 (Dept. 501)

Motion: for Permission to File Amended Complaint

Tentative Ruling:

This motion is taken off calendar as it does not appear from the court's record that moving papers were filed.

If oral argument is timely requested, such argument will be entertained on Tuesday, February 10, 2026, at 3:30 p.m. in Department 501.

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 2/4/2026.
(Judge's initials) (Date)