

**Tentative Rulings for March 10, 2026**  
**Department 502**

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

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There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) *The above rule also applies to cases listed in this "must appear" section.*

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

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(Tentative Rulings begin at the next page)

# **Tentative Rulings for Department 502**

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**Tentative Ruling**

Re: **City of Fresno v. Westfield Investments & Associates, LLC et al.**  
Superior Court Case No. 24CECG05285

Hearing Date: March 10, 2026 (Dept. 502)

Motion: By Defendant Westfield Investment & Associates, LLC on  
Application for Withdrawal of Probable Compensation

**Tentative Ruling:**

To continue to Thursday, April 16, 2026, 3:30 p.m. in Department 502.

**Explanation:**

Defendant Westfield Investments & Associates, LLC ("Defendant") seeks an order to withdraw amounts deposited in connection with the present action pursuant to Code of Civil Procedure section 1255.210 *et seq.* Among other requirements, no withdrawal may be ordered until 20 days after service on the plaintiff of a copy of the application, or until the time for which all objections has expired, whichever is later. (Code Civ. Proc., § 1255.230, subd. (a).) Here, plaintiff City of Fresno ("Plaintiff") was served with the application on February 6, 2026 by electronic transmission. More than 20 days has passed.

Plaintiff submitted a conditional opposition. Plaintiff does not materially contest Defendant's application to withdraw. Rather, Plaintiff submits that notice was not provided to a defendant in this action, Bank of the Sierra ("Sierra"). Sierra has not appeared in this action.

Within the 20-day period, the plaintiff may file objections to withdrawal on, among other things, other parties to the proceeding are known or believed to have interests in the property. (Code Civ. Proc., § 1255.230, subd. (b)(1).) The court construes Plaintiff's conditional opposition as stating an objection on the grounds that Sierra is a known party with an interest in the property. Plaintiff attempts to comply with its obligation to serve Sierra with notice. (*Id.*, § 1255.230, subd. (c).) The notice however is defective, and does not apprise the interested party of a 10-day period from service to object. (*Ibid.*) Defendant does not otherwise cure the defect as allowed by statute. (*Id.* ["The applicant may serve parties whom the plaintiff has been unable to serve."])

Plaintiff's conditional opposition is noted. (*Id.* ["The plaintiff shall remain liable to parties having an interest of record who are not so served but, if such liability is enforced, the plaintiff shall be subrogated to the rights of such parties under Section 1255.280."]) Accordingly, the matter is continued to afford Plaintiff an opportunity to cure the defective notice. The matter will otherwise proceed at the continued hearing with whatever notice has been filed with the court.

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



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**Tentative Ruling**

Re: **Ruelas v. ROTOCO LLC**  
Superior Court Case No. 24CECG02946

Hearing Date: March 10, 2026 (Dept. 502)

Motion: Defendant's Demurrer to the Second Amended Complaint

**Tentative Ruling:**

To overrule as to the first, second, third, and eighth causes of action. To sustain as to the seventh cause of action, with leave to amend. Plaintiff is granted 10 days' leave to file the Third Amended Complaint, which will run from service by the clerk of the minute order. New allegations/language must be set in **boldface** type.

**Explanation:**

The function of a demurrer is to test the sufficiency of a plaintiff's pleading by raising questions of law. (*Plumlee v. Poag* (1984) 150 Cal.App.3d 541, 545.) The test is whether plaintiff has succeeded in stating a cause of action; the court does not concern itself with the issue of plaintiff's possible difficulty or inability in proving the allegations of the complaint. (*Highlanders, Inc. v. Olsan* (1978) 77 Cal.App.3d 690, 697.) In assessing the sufficiency of the complaint against the demurrer, we treat the demurrer as admitting all material facts properly pleaded, bearing in mind the appellate courts' well established policy of liberality in reviewing a demurrer sustained without leave to amend, liberally construing the allegations with a view to attaining substantial justice among the parties. (*Glaire v. LaLanne-Paris Health Spa, Inc.* (1974) 12 Cal.3d 915, 918.)

In ruling on a demurrer, the court can consider only matters that appear on the face of the complaint or matters outside the pleading that are judicially noticeable. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.) No other extrinsic evidence can be considered. (*Ion Equipment Corp. v. Nelson* (1980) 110 Cal.App.3d 868, 881.)

In ruling on a demurrer, whether plaintiff will be able to prove his or her case at trial is not considered. (*Griffith v. Department of Public Works* (1956) 141 Cal.App.2d 376, 381.) A demurrer admits the truth of all material factual allegations in the complaint. The question of plaintiff's ability to prove those allegations, or the possible difficulty in making such proof does not concern the reviewing court. (*Perdue v. Crocker National Bank* (1985) 38 Cal.3d 913, 922.) On demurrer, the court assumes the truth of the facts alleged in the complaint and the reasonable inferences that may be drawn from those facts. (*Miklosy v. Regents of University of California* (2008) 44 Cal. 4th 876, 883.) A demurrer is not the appropriate procedure for determining the truth of disputed facts or what inferences should be drawn when competing inferences are possible. (*Crosstalk Productions, Ltd. v. Jacobson* (1998) 65 Cal.App.4th 631, 635.)

It is not the function of the demurrer to challenge the truthfulness of the complaint and for purposes of ruling on the demurrer, all facts pleaded in the complaint are assumed to be true, no matter how improbable. (*Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.)

#### *First, Second, and Third Causes of Action*

For the first three causes of action, Defendant argues that Plaintiff has not pled facts sufficient to constitute discrimination based on sexual orientation (first cause of action), age (second cause of action), or disability (third cause of action). In order to plead discrimination, a plaintiff must plead 1) membership in a protected class, 2) that he was qualified or performing competently, 3) an adverse employment action, and 4) a circumstance suggesting a discriminatory motive. (*Martin v. Board of Trustees of California State University* (2023) 97 Cal.App.5th 149, 162; *Sandell v. Taylor-Listug, Inc.* (2010) 188 Cal.App.4th 297, 321.)

Here, Defendant argues that Plaintiff has not alleged his status in protected class for age and disability. With regards to age discrimination, Plaintiff amended the complaint to allege his age. (SAC, ¶ 21.) For disability discrimination, Plaintiff alleged he had back and shoulder injuries. (SAC, ¶¶ 15-17.)

Defendant also argues that Plaintiff has insufficiently alleged he experienced an adverse employment action because of either his sexual orientation, age, or disability. Here, Plaintiff has alleged he was terminated because of his sexual orientation, age, and disability. (SAC, ¶¶ 36-38.) Defendant argues that Plaintiff cannot show a causal connection between any of these and his termination. Defendant, with the exception of one case citation, relies on case law involving either motions for summary judgment or trials. As a result, Defendant largely argues the merits of Plaintiff's claims rather than whether these claims are sufficiently alleged. The only case cited to by Defendant for these arguments which involved a demurrer was *Brown v. Los Angeles Unified School Dist.* (2021) 60 Cal.App.5th 1092. There, the court found that the plaintiff had conflated failure to accommodate and engage claims with an adverse employment action. (*Id.* at p. 1107.) Here, Plaintiff has alleged termination as the adverse employment action. (SAC, ¶¶ 36-38.) As such, the *Brown* case is inapposite.

The court overrules the demurrer as to the first, second, and third causes of action.

#### *Seventh and Eighth Causes of Action*

To allege retaliation, a plaintiff must allege 1) he engaged in a protected activity, 2) was subject to an adverse employment action, and 3) a causal link between the protected activity and the adverse employment action. (*Yanowitz v. L'Oreal USA, Inc.* (2005) 36 Cal.4th 1028, 1042.) Here, Plaintiff has alleged he engaged in protected activities, including reporting an injury, complaining of discriminatory conduct, and requesting accommodations. Plaintiff has also alleged adverse employment action because he was terminated.

Labor Code section 6310 articulates that retaliation for reporting to the Labor Law Enforcement division or other governmental agencies regarding "employee safety or



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**Tentative Ruling**

Re: **Matthew Lieb v. Elizabeth Flores**  
Superior Court Case No. 24CECG02305

Hearing Date: March 10, 2026 (Dept. 502)

Motion: By Plaintiff Matthew Lieb for leave to file a First Amended Complaint

**Tentative Ruling:**

To deny plaintiff's motion for leave to amend, without prejudice.

**Explanation:**

Plaintiff Matthew Lieb ("plaintiff" or "Lieb") seeks leave to amend his original complaint. Defendant, Lyft Inc. ("defendant" or "Lyft") opposes this motion.

"The court may, in furtherance of justice, and on any terms as may be proper, allow a party to amend any pleading ... " (Code Civ. Proc., § 473, subd. (a)(1).) The court's discretion will usually be exercised liberally to permit amendment of the pleadings. (See *Nestle v. Santa Monica* (1972) 6 Cal.3d 920, 939.) "Inexcusable delay in presenting a proposed amendment, however, constitutes grounds for denial of leave to amend." (*Young v. Berry Equipment Rentals, Inc.* (1976) 55 Cal.App.3d 35, 39, citations omitted.)

"The law is well settled that a long-deferred presentation of the proposed amendment without a showing of excuse for the delay is itself a significant factor in support of a court's denial of a requested amendment. (*Bedolla v. Logan & Frazer* (1975) 52 Cal.App.3d 118, 136.) "Even if a good amendment is proposed in proper form, unwarranted delay in presenting it may—of itself—be a valid reason for denial." (*Roemer v. Retail Credit Co.* (1975) 44 Cal.App.3d 926, 939-940.) As such, "appellate courts are less likely to find an abuse of discretion where, for example, the proposed amendment is offered after long unexplained delay . . . or where there is a lack of diligence." (*Hulsey v. Koehler* (1990) 218 Cal.App.3d 1150, 1159.)

A proper motion to amend pleading must include a copy of the proposed amended pleading, serially numbered to differentiate it from prior pleadings or amendments. (Cal. Rules of Court, rule 3.1324(a)(1).) Additionally, the pleading must state the allegations in the prior pleading that are proposed for deletion, if any, and where, by page, paragraph, and line number, the deleted allegations are found. (Cal. Rules of Court, rule 3.1324(a)(2).) It must state the allegations proposed as additions, if any, and where by page, paragraph, and line number they are located. (Cal. Rules of Court, rule 3.1324(a) (3).)

In moving to amend a pleading, the moving party must file a declaration that specifies: (1) the effect of the amendment, (2) why the amendment is necessary and



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**Tentative Ruling**

Re: **Guadalupe Villagomez v. Leonel Villagomez, et al.**  
Superior Court Case No. 22CECG00485

Hearing Date: March 10, 2026 (Dept. 502)

Motion: by Plaintiff to Compel the Continued Deposition of Defendant Leonel Villagomez

**Tentative Ruling:**

To grant. Defendant Leonel Villagomez shall appear for up to seven hours of his continued deposition on a date to be agreed upon by the parties. (Code Civ. Proc., § 2025.450, subd. (c)(1).) To impose \$3,210.00 in monetary sanctions against Defendant Leonel Villagomez and in favor of Plaintiff Guadalupe Villagomez, to be paid within 30 days to counsel for plaintiff with time to run from service of the order by the clerk.

**Explanation:**

Where a party deponent fails to proceed with properly noticed deposition the party giving the notice may move for an order compelling the deponent's attendance and testimony. (Code Civ. Proc., § 2025.450, subd. (a).)

Plaintiff Guadalupe Villagomez served defendant Leonel Villagomez with a notice of deposition on May 16, 2022 and requesting production of documents. (Cuttone Decl., ¶ 21.) Defendant objected and appeared for deposition on June 17, 2022 and the deposition proceeded for approximately five hours but was not formally concluded. (*Id.*, ¶ 22.) Following this deposition the parties have conducted discovery, two separate lawsuits involving related parties have been filed and consolidated with the initial action, and the Second Amended Complaint was filed in the initial action adding five causes of action (*Id.*, ¶¶ 24-39, 41-42.) The deposition resumed on October 17, 2025 and counsel for deponent terminated the deposition after two hours citing Code of Civil Procedure section 2025.290 as limiting a deposition to seven hours. (*Id.*, ¶ 42.) After extensive meet and confer efforts defendant Leonel Villagomez remains unwilling to stipulate to extend the time for his deposition. (*Id.*, ¶¶ 43-46, 57.) The plaintiff requested a Pretrial Discovery Conference regarding the dispute and the court granted permission to file the motion to compel at bench. (*Id.* ¶ 50.)

"Except as provided in subdivision (b), or by court order, including a case management order, a deposition examination of the witness by all counsel, other than the witness' counsel of record, shall be limited to seven hours of total testimony. The court shall allow additional time, beyond the limit imposed by this section, if needed to fairly examine the deponent or of the deponent, another person, or any other circumstance impedes or delays the examination." (Code Civ. Proc., § 2025.209, subd. (a).) The plain language of the statute "makes the seven-hour limit merely presumptive and applicable only if the court does not order otherwise." (*Certainfeed Corp. v. Superior Court* (2014) 222 Cal.App.4th 1053, 1060.) It is therefore within the court's discretion to allow additional



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**Tentative Ruling**

Re: **Cyrus Goodman v. Clovis Unified School District**  
Superior Court Case No. 23CECG04735

Hearing Date: March 10, 2026 (Dept. 502)

Motion: Petition to Approve Compromise of Disputed Claim of Minor

**Tentative Ruling:**

To deny, without prejudice. Petitioner must file an amended petition, with appropriate supporting papers and proposed orders, and obtain a new hearing date for consideration of the amended petition. (Super. Ct. Fresno County, Local Rules, rule 2.8.4.)

**Explanation:**

*Petition Item 12b(5) is Insufficiently Supported*

Item 12b(5) of the petition contains multiple discrepancies in the amounts indicated to have been charged, paid, and reduced by the medical treatment providers, as detailed below. In a future submission, the court will require evidence that each medical treatment provider has agreed to accept the sum represented in the petition at Item 12b(5), and that the total sum is representative of the charges billed.

The providers and their charges are reported in the Petition as follows (with the "remaining balance" column added by the court):

<b>Provider</b>	<b>Charged</b>	<b>Paid</b>	<b>Reduction, if any</b>	<b>Remaining Balance</b>	<b>To be paid from proceeds</b>
Valley Children's Healthcare	\$2,285.77	\$311.56	\$0	<b>\$1,974.21</b>	\$0
Melanie Morgan, M.D.	\$161.00	\$72.75	\$0	<b>\$88.25</b>	\$0
Crystal Farrell, M.D.	\$27.00	\$8.48	\$0	<b>\$18.52</b>	\$0
Barbara Morlan, M.D.	\$210.00	\$133.74	\$0	<b>\$76.26</b>	\$0
Michael Hazboun, M.D.	\$96.00	\$42.86	\$0	<b>\$53.14</b>	\$0
A Mind Above	\$5,380.00	\$4,162.17	\$0	<b>\$1,217.83</b>	\$0
Totals:	\$8,159.77	\$4,731.56		<b>\$3,428.21</b>	

Petitioner produces a single page printout of the payments made by insurance. (See Petn., Attachment 14.) Petitioner indicates "Reimbursement is to be made to the plan, and no reduction has been agreed to." (See Petn., Item 12b(2).) Petitioner has not offered any explanation as to the unpaid portion of the medical charges, nor any evidence that the charges have been reduced, negotiated, or otherwise paid. As represented to the court, there is an outstanding balance for medical charges in the amount of \$3,428.21 that is unaccounted for.



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**Tentative Ruling**

Re: ***Lujan v. Gusmer Enterprises, Inc.***  
Superior Court Case No. 24CECG00166

Hearing Date: March 10, 2026 (Dept. 502)

Motion: Plaintiff's Motion for Preliminary Approval of Class Action Settlement

**Tentative Ruling:**

To deny without prejudice.

**Explanation:**

*Certification of Class for Settlement*

Settlements preceding class certification are scrutinized more carefully to make sure that absent class members' rights are adequately protected, although there is less scrutiny of manageability issues. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240; see *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1803, fn. 9, 19.a) The trial court has a "fiduciary responsibility" as the guardian of the absentee class members' rights to decide whether to approve a settlement of a class action. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 95.)

A precertification settlement may stipulate that a defined class be conditionally certified for settlement purposes. The court may make an order approving or denying certification of a provisional settlement class after the preliminary settlement hearing. (Cal. Rules of Court, rule 3.769(d).) Before the court may approve the settlement, however, the settlement class must satisfy the normal prerequisites for a class action. (*Amchem Products, Inc. v. Windsor* (1997) 521 US 591, 625-627.)

"Class certification requires proof (1) of a sufficiently numerous, ascertainable class, (2) of a well-defined community of interest, and (3) that certification will provide substantial benefits to litigants and the courts, i.e., that proceeding as a class is superior to other methods. In turn, the community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*In re Tobacco II Cases* (2009) 46 Cal.4th 298, 313.)

Plaintiffs bear the burden of establishing the propriety of class treatment *with admissible evidence*. (*Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470 [trial court's ruling on certification supported by substantial evidence generally not disturbed on appeal]; *Lockheed Martin Corp. v. Superior Court* (2004) 29 Cal.4th 1096, 1107-1108 [plaintiff's burden to produce substantial evidence].)

Counsel represents defendant has represented that there are approximately 98 class members. (Blanchard Decl., ¶ 14.) However, no admissible evidence is submitted as

to this number. Nor is there any evidence of ascertainability, such as a showing that the class members are identifiable from defendant's own records. A conclusory statement to this effect in the points and authorities is insufficient. In a future motion for preliminary approval, a declaration from defendant should be submitted, establishing the number of class members and ascertainability.

Under the community of interest requirement, the class representative must be able to represent the class adequately. (*Caro v. Procter & Gamble* (1993) 18 Cal.App.4th 644, 669.) “[I]t has never been the law in California that the class representative must have identical interests with the class members . . . The focus of the typicality requirement entails inquiry as to whether the plaintiff's individual circumstances are markedly different or whether the legal theory upon which the claims are based differ from that upon which the claims of the other class members will be based.” (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Usually, in wage and hour class actions, the distinctive feature that permits class certification is that the employees have the same job title or perform similar jobs, and the employer treats all in that discrete group in the same allegedly unlawful fashion. In *Brinker Restaurant v. Superior Court* (2012) 53 Cal.4th 1004, 1017, “no evidence of common policies or means of proof was supplied, and the trial court therefore erred in certifying a subclass.”

Nor have plaintiffs established community of interest or typicality. No evidence whatsoever is submitted regarding these requirements. Plaintiff also must submit evidence of common policies and practices applicable to the whole proposed class.

The adequacy of representation component of the community of interest requirement for class certification comes into play when the party opposing certification brings forth evidence indicating widespread antagonism to the class suit. “ ‘The adequacy inquiry . . . serves to uncover conflicts of interest between named parties and the class they seek to represent.’ [Citation.] ‘ . . . To assure “adequate” representation, the class representative's personal claim must not be inconsistent with the claims of other members of the class. [Citation.]’ [Citation.]” (*J.P. Morgan & Co., Inc. v. Superior Court* (2003) 113 Cal.App.4th 195, 212.)

“[T]he adequacy inquiry should focus on the abilities of the class representative's counsel and the existence of conflicts between the representative and other class members.” (*Caro v. Procter & Gamble Co.* (1993) 18 Cal.App.4th 644, 669.) This consideration is satisfied, as counsel has substantial class action experience.

### *Settlement Approval*

“[I]n the final analysis it is the Court that bears the responsibility to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing litigation. The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129.) “[T]o protect the interests of absent class members, the court

must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished ... [therefore] the factual record must be before the ... court must be sufficiently developed." (*Id.* at p. 130.)

*Clark v. America Residential Services* (2009) 175 Cal.App.4th 785 vacated approval of a class settlement coupled with class certification, an award of \$25,000 each to two named plaintiffs, and more. The problem was that the plaintiffs presented "no evidence regarding the likelihood of success on any of the 10 causes of action, or the number of unpaid overtime hours estimated to have been worked by the class, or the average hourly rate of pay, or the number of meal periods and rest periods missed, or the value of minimum wage violations, and so on." (*Id.* at p. 793.)

Counsel is extremely vague as to what information was produced by defendant prior to the settlement. (See Blanchard Decl., ¶ 22.) Counsel must be specific as to what information is produced, and how the claims were valued. Was an expert utilized to help evaluate the class claims?

Plaintiff's counsel states that defendant's maximum potential exposure is approximately \$2,728,978, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. (Blanchard Decl., ¶ 25.) Counsel breaks it down as follows: \$157,071 for meal period violations (less meal period premiums paid); \$1,602,148 for rest period violations at a 100% violation rate; \$289,502 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$61,764 for unpaid sick pay at the required regular rate of pay; \$88,920 for unreimbursed business expenses; \$305,573 for waiting time penalties; and \$224,000 for wage statement penalties. Counsel estimated that defendant faced an additional exposure of \$196,300 in potential, nonstacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. (*Ibid.*)

Counsel does not explain how she reached these figures. This valuation is entirely without foundation or analysis.

After laying out the total possible exposure, counsel discusses the risks due to the potential defenses and difficulties in certifying the class. (Blanchard Decl., ¶¶ 26-38.) These are all boilerplate statements that counsel at Blackstone Law seems to repeat in every motion for preliminary approval. For example, the discussion is nearly word-for-word the same as that presented in *Perez v. Rosenbalm Rockery, Inc.*, Case no. 24CECG00952. (See 1/9/26 Declaration of James Winn Jr., ¶¶ 31-43.) It does not appear that much if any original work was put into this motion, or possibly this case. Counsel have not shown that the settlement is fair, adequate and reasonable.

Plaintiff's counsel seek \$98,333 in attorneys' fees, which is 1/3 of the total gross settlement, plus costs of up to \$20,000. 1/3 is within the range of fees that have been approved by other courts in class actions, which frequently approve fees based on a percentage of the common fund. (*City & County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110-11; *Quinn v. State* (1975) 15 Cal.3d 162, 168; see also *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1270; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26.)





