

**Tentative Rulings for March 19, 2026**  
**Department 503**

**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.*

24CECG00164      *Maltman v. Singh et al.* (**Hearing in Department 501**)

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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 503**

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(47)

**Tentative Ruling**

Re: **Rocio Cota v. Frontier Trans Inc.**  
Case No. 22CECG04093

Hearing Date: March 19, 2026 (Dept. 503)

Motion: Plaintiffs' Motion to Vacate Notice of Settlement

**If oral argument is timely requested, it will be entertained on Thursday, April 9, 2026, at 3:30 p.m. in Department 503.**

**Tentative Ruling:**

To grant plaintiffs' motion to vacate notice of settlement.

**Explanation:**

Plaintiffs Hector Chavez and Rocio Cota (collectively "plaintiffs") filed a Notice of Settlement ("NOS") with the Court on July 1, 2025. Not all plaintiffs executed the settlement agreement, and material terms remain unresolved. Accordingly, no enforceable settlement agreement exists.

Plaintiffs request the Court vacate the NOS and reinstate the matter to the active civil trial list so that litigation on the merits can ensue swiftly.

California Rules of Court, rule 3.1385, requires the plaintiff or any other party seeking affirmative relief to notify the court immediately upon settlement of the case. (Rule 3.1385(a)(1).) If the settlement is unconditional, the party giving notice is required to file a request for dismissal within 45 days of settlement. (Rule 3.1385(b).) If the party giving notice fails to timely file a dismissal, "the court must dismiss the entire case 45 days after it receives notice of settlement unless good cause is shown why the case should not be dismissed." (*Ibid.*)

Plaintiffs filed this motion alleging that no enforceable settlement has been reached. Defendants have not filed an objection.

Plaintiffs have demonstrated good cause under California Rules of Court, rule 3.1385(b), precluding the trial court from dismissing the action. Accordingly, the July 1, 2025 NOS is vacated, and this case is restored back to active status.

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: ***MW Manufacturers, Inc. v. Brad Sears***  
Superior Court Case No. 24CECG04334

Hearing Date: March 19, 2026 (Department 503)

Motion: Default Prove-up

**If oral argument is timely requested, it will be entertained on Thursday, April 9, 2026, at 3:30 p.m. in Department 503.**

**Tentative Ruling:**

To deny without prejudice.

**Explanation:**

Plaintiff MW Manufacturers, Inc. dba Ply Gem Pacific Windows (Plaintiff) alleges it entered into a written agreement (Agreement) with DS Glass & Window, Inc. (DS) and Brad Sears (Sears) (together, Defendants) in which Plaintiff would provide goods and services in exchange for Defendants' promise to make payments on a line of credit.

Plaintiff alleges on December 3, 2022, Defendants breached the Agreement when they failed to make the first payment on the account to Plaintiff and have refused to make any payments thereafter. Plaintiff sued Defendants for breach of contract and various common counts. Plaintiff alleges the amount due is \$338,079.63, plus interest, attorney fees and costs.

Liability

This court previously denied Plaintiff's request for default judgment for two reasons. First, the court determined Plaintiff failed to establish personal liability for Sears. Now Plaintiff no longer seeks a judgment against Sears. (Plaintiff requested the dismissal without prejudice of Sears, which the clerk entered as requested on June 9, 2025.) DS has admitted liability by its default.

Evidence of Damages

The court also denied Plaintiff's previous request for entry of judgment because Plaintiff failed to present evidence to prove the amount of damages. Specifically, the court in its April 24, 2025 order ruled:

There is no ledger or accounting of what was paid before the breach of contract. The court will need a ledger, an accounting, invoices or recapitulation showing the balance due to show that any credits were properly applied and that the amount requested in damages is the

appropriate amount for judgment. A default does not admit that the amount prayed for is the proper amount. (*Brown v. Superior Court* (1966) 242 Cal.App.2d 519, 526.) The court is required to enter judgment only for such sum as appears just. (Code Civ. Proc., § 585, subd. (b).) Plaintiff must present evidence proving the amount of damages. Without such evidence, the court may refuse to enter judgment in any amount, notwithstanding defendant's default. (*Taliaferro v. Hoogs* (1963) 219 Cal.App.2d 559, 560.)

In the complaint, Plaintiff alleges on "December 3, 2022, the Defendants became indebted to the Plaintiffs in the sum of \$338,069.63 at the special insistence and request of the Defendants, for credit provided for the purchase of goods, wares, merchandise or services rendered." (Comp., ¶ 12.)

In its prayer, Plaintiff requests interest under section G of the credit application from the date the breach occurred on December 3, 2022. Section G provides:

If Buyer defaults in making any payment when due, whether or not associated with this Agreement, or if Buyer's credit becomes impaired or otherwise unsatisfactory in the sole judgment of Ply Gem Group, or if Buyer is in default with the terms of this Agreement, Ply Gem Group shall have the right to declare immediately due and payable all obligations of Buyer, to cancel any pending shipment to Buyer, to retake possession of any shipment then in transit to Buyer and to change credit terms. Finance charges of the lesser of 1.5% per month (18% per annum) or the maximum allowable interest rate shall be assessed on slow payment to terms from the payment due date to the date payment is received. Buyer shall pay to Ply Gem Group all fees, costs and/or expenses incurred by Ply Gem Group in connection with any dishonored payments.

To prove the amount of its damages, Plaintiff resubmits its application for default judgment, but presents the same supporting declaration that the court previously determined was inadequate. In the declaration of Travis Newkirk, one of Plaintiff's employees, Mr. Newkirk refers to the attached exhibit 2, without explaining any entries. He then states his conclusion that Defendants breached the contract with Plaintiff on December 3, 2022, by refusing to make any payment, therefore, the sum of \$338,079.63, together with prejudgment interest from the date of filing the lawsuit is now due and owing. (Newkirk decl., ¶ 4.)

A review of exhibit 2 shows DS owed less than \$5,000 on December 3, 2022. An entry on exhibit 2 dated March 13, 2024, shows an expense for interest in the amount of \$72,239.22. Plaintiff requests prejudgment interest, but fails to provide the supporting calculations, including the date of breach (to establish the starting date for the accrual of interest), the number of days interest has accrued, the interest rate used to compute the amount due, and the per diem amount. Plaintiff must also show that the interest rate does not exceed the maximum allowable interest rate. Thus, Plaintiff fails to submit evidence that would tend to show Plaintiff is entitled to the requested amount of actual damages. Also, if Plaintiff is seeking prejudgment interest and attorney fees, the amounts





