

Tentative Rulings for March 24, 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)

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

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

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Tentative Rulings for Department 503

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(03)

Tentative Ruling

Re: **Figueroa v. RCJG Company, LP**
Case No. 23CECG03465

Hearing Date: March 24, 2026 (Dept. 503)

Motion: Defendant RCJG Company's Motion for Summary Adjudication

If oral argument is timely requested, it will be entertained on Tuesday, April 14, 2026, at 3:30 p.m. in Department 503.

Tentative Ruling:

To deny defendant RCJG Company's motion for summary adjudication.

Explanation:

First, RCJG's motion is simply a renewal of its prior motion for summary judgment as to the entire complaint, repackaged as a motion for summary adjudication of an issue of duty. Under Code of Civil Procedure section 437c, subdivision (a)(4), "A party shall not bring more than one motion for summary judgment against an adverse party to the action or proceeding. This limitation does not apply to motions for summary adjudication." Also, "[a] party shall not move for summary judgment based on issues asserted in a prior motion for summary adjudication and denied by the court unless that party establishes, to the satisfaction of the court, newly discovered facts or circumstances or a change of law supporting the issues reasserted in the summary judgment motion." (Code Civ. Proc., § 437c, subd. (f)(2).)

Here, RCJG has already brought a nearly identical motion for summary judgment of plaintiffs' claims for premises liability and loss of consortium based on the theory that it did not owe any duty to plaintiffs. (See RCJG's Motion for Summary Judgment filed on April 17, 2025.) RCJG argued that it owed no duty to inspect the premises or make them reasonably safe because it had leased the property to Kelly Paper Company on December 9, 1999, and the lease provided that RCJG did not have a duty to inspect and repair the property. Under the lease, only Kelly Paper had the duty to inspect and repair the property. Therefore RCJG argued that it had no duty to repair or maintain the property, it had no knowledge of the dangerous condition that caused plaintiff to fall, and thus plaintiffs could not prevail on their claims. (*Ibid.*) The court denied RCJG's motion for summary judgment, finding that RCJG had not met its burden of showing that it owed no duty to plaintiffs and thus was not liable for the plaintiff's fall. (Court's Tentative Ruling of August 26, 2025, adopted as the Court's Order on September 2, 2025.)

Likewise, the present motion seeks summary adjudication of the exact same issue of whether RCJG owed a duty to plaintiffs. Again, RCJG argues that it owed no duty to plaintiffs to inspect and repair the property, as the lease expressly states that Kelly Paper had the sole duty to repair and maintain the property. RCJG contends that it only had

a duty to inspect and repair the property at the time that it first executed the lease, and when the lease was renewed. Since the lease was last renewed on September 24, 2021 and the accident did not occur until September 29, 2022, defendant concludes that it owed no duty to plaintiff. Defendant relies on the same authorities, arguments, and evidence as the prior motion. Thus, defendant's motion for summary adjudication is essentially a repackaged version of its previous motion for summary judgment.

While defendant is technically allowed to bring successive motions for summary judgment and summary adjudication, here the motion essentially seeks summary judgment of the entire complaint, as if defendant's motion were successful, it would result in dismissal of both of plaintiffs' causes of action. Thus, the defendant's motion is effectively a second motion for summary judgment, which is not allowed under section 437c, subdivision (a)(4). Defendant's motion also violates the spirit, if not the letter, of section 437c, subdivision (f)(2), which prohibits successive motions for summary adjudication without a showing of newly discovered facts or a change of law. Again, defendant is essentially bringing the same motion twice, based on the same evidence and authorities that it cited in its last motion. Whether defendant calls its motion a motion for "summary judgment" or "summary adjudication", the fact remains that it seeks to dismiss the entire complaint on the theory that it owed no duty to inspect or repair the premises where the accident occurred and thus it has no liability to plaintiffs. Bringing such successive, repetitive motions without any showing of newly discovered facts or a change of law is improper and the court will not condone it.

Even if the second motion is technically proper, defendant has still failed to meet its burden of showing that it is entitled to summary adjudication of the issue of duty for the same reasons the court stated in its order denying the last motion. As the court stated in its previous order, "[A] commercial landowner [] cannot totally abrogate its landowner responsibilities merely by signing a lease. As the owner of property, a lessor out of possession must exercise due care and must act reasonably toward the tenant as well as to unknown third persons. At the time the lease is executed and upon renewal a landlord has a right to reenter the property, has control of the property, and must inspect the premises to make the premises reasonably safe from dangerous conditions. Even if the commercial landlord executes a contract which requires the tenant to maintain the property in a certain condition, the landlord is obligated at the time the lease is executed to take reasonable precautions to avoid unnecessary danger.' (*Mora v. Baker Commodities, Inc.* (1989) 210 Cal.App.3d 771, 781, citations omitted.)" (Court's Tentative Ruling of August 26, 2029, adopted as the Court's Order on September 2, 2026, p. 5, second paragraph.)

"In the present case, while defendant RCJG relies on the language of the lease agreement that provides that the tenant Kelly Paper Company has the duty to maintain and repair the property, defendant has not shown that it ever conducted a reasonable inspection of the premises to ensure that they were in a safe condition, either at the time the lease was originally executed or when the lease was renewed. Nor has it presented evidence showing that the property was in a reasonably safe condition when it executed the lease, or when the lease was renewed. Thus, defendant has not met its burden of showing that plaintiffs will be unable to prevail on their negligence claim." (*Id.* at p. 5, third paragraph.)

Defendant has again argued that it had no duty to inspect or repair the property after the last lease renewal on September 24, 2021, and that the accident occurred a year later, after Fresno Handyman attempted and failed to repair the damaged concrete. However, as the court ruled on the prior motion, “RCJG has not presented any evidence that states that it conducted an inspection of the property when the lease was originally executed or when the lease was renewed. Nor does it state that the property was in a reasonably safe condition at the time the lease was executed or when the lease was renewed in September of 2021. In fact, RCJG has not presented any evidence that addresses the condition of the property at any time, or that shows when the dangerous condition first occurred. Thus, RCJG has not met its burden of showing that it conducted a reasonable inspection of the property before leasing it to Kelly Paper, or that the property was in a reasonably safe condition when the lease was renewed in September of 2021.” (*Id.* at p. 6, second paragraph.)

Also, as the court pointed out in its ruling on the last motion, “the evidence indicates that defendant did not conduct any inspections of the property after executing the lease in 1999 and before the incident. Nor is there any evidence that the property was in a reasonably safe condition when the lease was renewed in September of 2021, which would have been the last time that defendant had a duty to conduct an inspection of the property. It is possible that the pothole that constituted the alleged dangerous condition already existed when the lease was renewed in September of 2021. If so, then defendant arguably should have been on notice of the dangerous condition when it renewed the lease in September of 2021, since the pothole was in a prominent location near the front door to the business, and it should have taken steps to repair the condition or have Kelly repair it.” (*Id.* at p. 6, fourth paragraph.)

“[T]here is no evidence before the court showing when the dangerous condition first arose, or that defendant conducted a reasonable inspection of the property before renewing the lease in September of 2021. It is possible that the dangerous condition existed when defendant renewed the lease in September of 2021. At the time of the renewal, defendant had a duty to conduct a reasonable inspection of the property and to repair any dangerous conditions that it discovered in the inspection. Without evidence showing that defendant conducted a reasonable inspection of the property when the lease was renewed and that no dangerous conditions existed at that time, defendant has not shown that it is entitled to summary judgment. As a result, the court intends to deny the motion for summary judgment.” (*Id.* at pp. 6-7.)

In its newly filed motion, defendant has not presented any evidence that shows that it conducted a reasonable inspection of the property when the parties renewed the lease on September 24, 2021. Nor has it shown that the property was in a reasonably safe condition at the time of the lease renewal. As mentioned in the court's order on the last motion, Kelly's facilities director, Josh Hellon, testified that, as far as he knew, RCJG had not done any inspections of the property since the lease was executed in 1999. (Hellon depo., pp. 34:1-4; 36:16-19.) Hellon also testified that the concrete walkway where plaintiff fell was already in a damaged condition in April or May of 2021, before the last lease renewal in September of 2021. (*Id.* at pp. 52:17 – 53:10.) Defendant's new motion does not address this evidence or show that it conducted an inspection of the property at the time it renewed the lease in September of 2021, and that the property was in a reasonably safe condition at that time. Even if defendant had presented such

