

**Tentative Rulings for March 25, 2026**  
**Department 403**

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

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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.

25CECG01741      *Bernadette Norris v. Michael Arnold* is continued to Wednesday, May 13, 2026, at 3:30 p.m. in Department 403.

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(Tentative Rulings begin at the next page)

# **Tentative Rulings for Department 403**

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(20)

**Tentative Ruling**

Re: **Ramey v. Chavez-Avina, et al.**  
Superior Court Case No. 24CECG04611

Hearing Date: March 25, 2026 (Dept. 403)

Motion: Defendant Ramon Chavez-Avina's Demurrer and Motion to Strike Second Amended Complaint

**If oral argument is timely requested, it will be entertained on Thursday, March 26, 2026, at 3:30 p.m. in Department 403.**

**Tentative Ruling:**

To deny the motion to strike. (Code Civ. Proc., § 436; Cal. Rules of Court, rule 3.1322.) To sustain the general and special demurrers to the Second Amended Complaint and each claim for relief. (Code Civ. Proc., § 430.10, subd. (e), (f).) To sustain the special demurrer for uncertainty to the breach of contract and intentional tort causes of action. (Code. Civ. Proc., § 430.10, subd. (f).) Partial leave to amend is granted.

Plaintiff is granted 20 days leave to file an amended complaint, which will run from service by the clerk of the minute order. Plaintiff may amend the complaint to allege a single cause of action for general negligence. The amended complaint may not include any punitive damages allegations, and shall not seek damages for emotional distress.

**Explanation:**

Defendant Ramon Chavez-Avina demurs to the amended complaint on the basis that it fails to state a cause of action and is uncertain. (Code Civ. Proc., § 430.10, subd. (e), (g).) The court intends to sustain the general and special demurrers.

After the court sustained demurrers to the Complaint and struck certain allegations, plaintiff Alicia Ann Ramey filed what is labeled a Second Amended Complaint (even though it is the first amendment to the pleading). Plaintiff alleges her vehicle was parked on State Route 99 when it was struck by a vehicle driven by defendant Chavez-Avina. Defendant is alleged to have been intoxicated at the time of the collision and arrested at the scene of the accident.

The Second Amended Complaint ("SAC") purports to set forth four separate claims. The first, labeled a claim for general negligence, seeks punitive damages for destruction of plaintiff's personal property. The second claim seeks economic and noneconomic damages, though the allegations appear to be intended to support a claim for punitive damages. The third claim is another restatement of the claim for punitive damages. And the fourth "claim" is essentially a prayer for relief seeking non-economic damages for "pain, suffering lost of usage and the loss of enjoyment in life", \$25,000 in punitive damages, pro se litigant attorney fees, and court fees and costs.

In ruling on a demurrer, the trial court is obligated to look past the form of the pleading to its substance; erroneous or confusing labels attached by the inept pleader are to be ignored if complaint pleads facts that would entitle plaintiff to relief. (*Saunders v. Cariss* (1990) 224 Cal.App.3d 905, 908.)

There is no dispute that plaintiff has a viable claim for general negligence due to defendant's alleged actions in damaging plaintiff's vehicle. However, uncertainty arises from the fact that the first cause of action only explicitly seeks punitive damages. The other three "claims" set forth no particular cause of action, but instead seek varying categories of damages, primarily punitive damages. Since none of the other "claims" assert any particular cause of action, and the court has already sustained demurrers to the causes of action for breach of contract and intentional tort, plaintiff shall amend the complaint once more to allege just one cause of action for general negligence.

The court notes that the allegations do not support a claim for punitive damages. Civil Code section 3294, subdivision (a) provides:

In an action for the breach of an obligation not arising from contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or malice, the plaintiff, in addition to the actual damages, may recover damages for the sake of example and by way of punishing the defendant.

Plaintiff appears to seek punitive damages based on the allegations that defendant operated his motor vehicle while under the influence of alcohol. While punitive damages may be available in cases of drunk driving resulting in personal injury (see *Taylor v. Superior Court* (1979) 24 Cal.3d 890, 896-897), plaintiff cites to no authority supporting imposition of such damages where only property was damaged.

The court will not grant the motion to strike because it is overly ambiguous about what exactly defendant moves to strike from the SAC. If only some sentences or phrases are sought to be stricken, these must be quoted verbatim in the notice of motion. But this does not apply where the motion to strike is directed to the entire pleading, or to some paragraph, count or cause of action therein. (Cal. Rules of Court, rule 3.1322.) But in that case the portions of the pleading to be stricken must be specifically identified in the notice of motion. Defendant never does this.

While the court is not granting the motion to strike, plaintiff is advised that the punitive damages and noneconomic damages allegations are improperly included, and should be omitted from the amended complaint<sup>1</sup>.

Finally, the court notes that plaintiff has an obligation to meet and confer with defense counsel in connection with their challenges to the pleadings. (See Code Civ. Proc., §§ 430.41, subd. (a), 435.5, subd. (a).) Plaintiff does not have the option of ignoring defense counsel's efforts to meet and confer. And since plaintiff is self-represented, she must meet and confer personally (not have her brother call defense counsel).

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<sup>1</sup> For ease of reference plaintiff should title the amended pleading the Third Amended Complaint, even though it is the second amendment.



(46)

**Tentative Ruling**

Re: **Stacey Gardner v. Gabriel Arguello**  
Superior Court Case No. 25CECG05421

Hearing Date: March 25, 2026 (Dept. 403)

Motion: by Defendant to Quash Service of Summons and Complaint  
for Lack of Personal Jurisdiction

**If oral argument is timely requested, it will be entertained on  
Thursday, March 26, 2026, at 3:30 p.m. in Department 403.**

**Tentative Ruling:**

To grant specially appearing defendant Gabriel Arguello dba Rent 2 Own Trailers, LLC's motion to quash.

**Explanation:**

Defendant Gabriel Arguello dba Rent 2 Own Trailers, LLC ("defendant") moves to quash the service of summons and complaint filed by plaintiffs Stacey Gardner and Kendra Gardner ("plaintiffs") for lack of personal jurisdiction.

*Applicable Laws*

When a nonresident defendant moves to quash service of process for lack of personal jurisdiction, the plaintiff has the initial burden of demonstrating facts justifying the exercise of jurisdiction. (*Snowney v. Harrah's Entertainment, Inc.* (2005) 35 Cal.4th 1054, 1062.) The plaintiff must do more than merely allege jurisdictional facts; plaintiff must provide affidavits and other authenticated documents demonstrating competent evidence of jurisdictional facts. (*BBA Aviation PLC v. Superior Court* (2010) 190 Cal.App.4th 421, 428-429.) If this is met, the defendant then has the burden of demonstrating that the exercise of jurisdiction would be unreasonable. (*Snowney v. Harrah's Entertainment, Inc.*, *supra*, 35 Cal.4th 1054, 1062.)

California courts may exercise personal jurisdiction over out-of-state defendants only to the extent allowed under the State and Federal Constitutions. (Code Civ. Proc., § 410.10.) Namely, the exercise of jurisdiction over a nonresident defendant comports with constitutional concerns if the defendant has "such minimum contacts with the state that the assertion of jurisdiction does not violate 'traditional notions of fair play and substantial justice.'" (*Vons Companies, Inc. v. Seabest Foods, Inc.* (1996) 14 Cal.4th 434, 444, quoting *International Shoe Co. v. State of Wash.*, *Office of Unemployment Compensation and Placement* (1945) 326 U.S. 310, 316.) The minimum contacts test, then, asks whether the "quality and nature" of defendant's activity in the state is such that it is "reasonable" and "fair" to require it to defend itself in that state. (*Kulko v. Superior Court of California In and For City and County of San Francisco* (1978) 436 U.S. 84, 92, quoting *International Shoe*

*Co. v. State of Wash., Office of Unemployment Compensation and Placement (1945) 326 U.S. 310, 316-317.)*

### *Minimum Contacts*

At issue is whether there are sufficient minimum contacts between defendant and California to justify the exercise of personal jurisdiction over defendant. Plaintiff acknowledges that defendant Gabriel Arguello is a resident of the state of Texas, and that his company "Rent 2 Own Trailers, LLC" is a Texas limited liability company. (See Opp., ¶¶ 3-4.) Defendant submits that he and his company only conduct business in Texas, and that at no time in connection with his interactions with plaintiffs has he or his company been active in California. (Arguello Decl., ¶¶ 1, 5-7.) Specifically, defendant attests that neither he nor his company "ever marketed, sold, delivered, manufactured, serviced, repaired or engage in any other kind of activity in respect to either the trailer, or to Complaint, or to the allegations alleged in the Complaint, in California." (*Id.*, ¶ 7.) Further, defendant asserts that he has neither directly or indirectly participated in repossession of the trailer from California. (*Id.*, ¶ 5.) He did, however, engage with a company in Mexico to handle the repossession. (*Id.*, ¶¶ 3, 5.)

In order to establish "limited" or "specific" jurisdiction, the plaintiff must show that:

- (1) The non-resident defendant purposefully established contacts with the forum state;
- (2) Plaintiff's cause of action arises out of or is related to defendant's contacts with the forum; and
- (3) The forum's exercise of personal jurisdiction in the particular case comports with "fair play and substantial justice."

(*Burger King Corp. v. Rudzewicz (1985) 471 U.S. 462, 477-478.*)

The defendant must have purposefully directed his activities at the forum state's residents, or purposefully availed himself of the privilege of conducting activities within the forum state. (*Burger King Corp. v. Rudzewicz, supra*, at p. 478.) Put another way, defendant's activities must be such that he should reasonably anticipate being haled into court in that state. (*World-Wide Volkswagen Corp. v. Woodson (1980) 444 U.S. 286, 297.*) The court should focus on the nature and quality of the defendant's acts, rather than the quantity of the acts. (*As You Sow v. Crawford Laboratories, Inc. (1996) 50 Cal.App.4th 1859, 1869.*) Once the plaintiff shows that the defendant has purposefully established contacts with the forum state, the burden is on the defendant to show that it would be unreasonable for local courts to exercise jurisdiction over him. (*Burger King Corp. v. Rudzewicz, supra*, 471 U.S. 462 at 478.)

If the non-resident defendant operates entirely outside of California, the mere fact that its acts cause an effect within the state, or even that the effect is foreseeable, is not enough by itself to support local personal jurisdiction. (*Pavlovich v. Superior Court (2002) 29 Cal.4th 262, 272.*) Rather, it must be shown that the act was purposeful, that the lawsuit arises from the act, and that the exercise of California jurisdiction comports with fair play and substantial justice. (*Burger King v. Rudzewicz, supra*, 471 US 462, 476.)

Here, plaintiffs have not met their burden of establishing that personal jurisdiction may be exercised over defendant. The plaintiff must do more than merely allege jurisdictional facts; plaintiff must provide affidavits and other authenticated documents demonstrating competent evidence of jurisdictional facts. (*BBA Aviation PLC v. Superior Court*, *supra*, at pp. 428-429.) Plaintiffs argue that defendant was “requiring California identification, custom-building a trailer for California use, arranging delivery to plaintiff’s California residence, and then arranging a repossession that occurred in California. (Opp., 7:5-7.) Plaintiffs further submit that the allegations of the complaint are based on the seizure of the trailer from plaintiff’s California residence. (*Id.*, 7:8-10.) However, plaintiffs do not substantiate their assertions with affidavits or other authenticated documents. The declarations submitted in support of the opposition are made by the plaintiffs only, repeating the allegations of the complaint without any supporting authenticated evidence. For example, there is no evidence to substantiate plaintiffs’ assertions of defendant arranging for delivery of the trailer to California, or defendant’s entry onto plaintiff’s property without authorization. There is no evidence of defendant establishing contact with plaintiffs or other California residents.

Plaintiffs have not demonstrated the minimum contacts necessary for a finding of personal jurisdiction over the defendant. The court intends to grant the motion.

*Choice-of-Law Clause of Agreement*

Further, defendant includes a copy of the “Rental Contract Agreement and Disclosure Statement” dated June 6, 2023 between Rent 2 Own Trailers, LLC and plaintiffs. (See Arguello Decl., ¶ 2, Exh. 1.) Defendant authenticates the agreement as CEO of Rent 2 Own Trailers, LLC. (*Id.*, ¶ 2.) The agreement consistently provides that “all claims against Lessor must be brought exclusively in Harris County, TX, the site of the home office of the Lessor. Lessee expressly waives any right to bring suit against Lessor in any other jurisdiction and/or venue.” (*Id.*, ¶ 2, Exh. 1, Agreement ¶ 48(b).) The agreement “is entered into in the State of Texas and shall be governed by and construed in accordance with the laws of the State of Texas in all respects, including matters of construction, validity, enforcement and interpretation. Venue of any judicial or quasi-judicial matters between the Parties shall be in Houston, Harris County, Texas.” (*Id.*, Agreement ¶ 48(g).)

While such an agreement does not, in itself, deprive California of courts of jurisdiction, choice of law and forum selection clauses have been considered as factors preventing a defendant from reasonably anticipating being brought into a California court to defend against a lawsuit. (*T.A.W. Performance, LLC v. Brembo, S.p.A.* (2020) 53 Cal.App.5th 632, 647.)

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:**                      **on**           3-24-26          .

(Judge's initials)

(Date)