<u>Tentative Rulings for April 22, 2025</u> <u>Department 502</u>

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.
(Tentative Rulings begin at the next page)

Tentative Rulings for Department 502

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(20)

Tentative Ruling

Re: In Re: Imidacloprid Cases

Superior Court Case No. 22JCCP05241

Hearing Date: April 22, 2025 (Dept. 502)

Motion: Demurrers by Horizon Growers Cooperative, Inc., Horizon Nut, LLC,

Joel Perkins to:

(1) the First Amended Cross-Complaint filed on November 13, 2024, by Bayer Cropscience LP ("Bayer") and Albaugh, LLC (re the claim

by plaintiff AMA Pistachio Development, Inc.);

(2) the First Amended Cross-Complaint filed on November 13, 2024, by Bayer (re the claim by plaintiffs Coleman Land Co., LLC; Gowens Ranch; Double G Farms; Michael Gragnani Farms; Double J Farms; Calico Farms; Coit Farms; Adams Ranch JV; Schmiederer Family Farms, LLC; B&D Walker Farms/Heidi Walker; James B. Walker

Family LP; and Jackson Hole Farm);

(3) the First Amended Cross-Complaint filed on November 13, 2024, by Rotam North America, Inc. ("Rotam") (re the claim by plaintiff

Little Creek, Inc.);

(4) the First Amended Cross-Complaint filed on November 13, 2024, by Albaugh (re the claim by plaintiff Don Headrick Pistachios); and (5) the First Amended Cross-Complaint filed on November 13, 2024, by Albaugh (re the claim by plaintiff Pioneer Nursery, Inc.)

Tentative Ruling:

To overrule all demurrers. (Code Civ. Proc., § 430.10, subd. (e).) Horizon Growers Cooperative, Inc., Horizon Nut, LLC, Joel Perkins shall file their answers to the applicable cross-complaints within 10 days of service of the order by the clerk.

Explanation:

The above-referenced cross-complaints are all the same, though filed in relation to different plaintiffs' claims. Horizon Growers Cooperative, Inc., Horizon Nut, LLC, Joel Perkins (collectively, "Horizon parties") demur to each of the cross-complaints on the same grounds. These grounds for demurrer are the same as those raised by the Horizon parties in relation to the cross-complaints filed by Nutrien AG Solutions, Inc., Loveland Products, Inc., and Steve Mendonca (collectively, "Nutrien parties"). The court has repeatedly rejected all those arguments and grounds for demurrer. (See 8/6/2024 and 1/13/2025 Law and Motion Minute Orders.) It is unclear why Horizon parties expect a different result when making the same arguments against effectively the same cross-

claims. The demurrers are all overruled. See the 1/13/2025 Law and Motion Minute Order for the explanation.

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_	(Judge's initials)	(Date)	

¹ The only difference being that these cross-complaints include a cause of action for contribution. The grounds for demurrer are the same as the grounds for demurrer to the equitable indemnity causes of action – that there are no facts demonstrating joint or joint and several liability, an argument that the court rejected when directed at Nutrien's equitable indemnity claim.

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<u>Tentative Ruling</u>

Re: Gurpreet Kaur v. Pritpal Singh

Superior Court Case No. 19CECG04142

Hearing Date: April 22, 2025 (Dept. 502)

Motion: (1) By Defendant Pritipal Singh to Enforce Settlement

(2) By Intervener Crusader Insurance Company to Enforce

Settlement

Tentative Ruling:

To deny the motions by each of defendant Pritpal Singh and intervener Crusader Insurance Company to enforce settlement.

Explanation:

Defendant Pritpal Singh and Intervener Crusader Insurance Company (together "Movants") seek to enforce a settlement entered with plaintiffs Gurpreet Kaur and Veer Singh Ghotra by and through his guardian ad litem Bikramjit Singh Sohal (collectively "Plaintiffs") under Code of Civil Procedure section 664.6.

Code of Civil Procedure section 664.6 provides as follows:

If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. (Code Civ. Proc. § 664.6, subd. (a).)

Due to the summary nature of the statute authorizing judgment to enforce a settlement agreement, <u>strict compliance with its requirements is prerequisite</u> to invoking the power of the court to impose a settlement agreement. (J.B.B. Investment Partners, Ltd. v. Fair (2014) 232 Cal.App.4th 974, 984.)

Here, though litigation is pending, no evidence was submitted of a stipulation, in a writing signed by the parties, or orally before the court, for settlement of the case. Movants each rely on email exchanges, which Movants argue demonstrate an offer and acceptance. As above, due to the summary nature of the process, strict compliance with the conditions of Code of Civil Procedure section 664.6 must be observed, including a writing signed by the parties. Accordingly, in seeking to enforce a purported agreement between the parties to settle the matter, Movants fail their burden in failing to produce a writing signed by the parties. (See, e.g., Minh Decl., Ex. 9-11 [regarding the unexecuted written agreement].) The respective motions are denied.

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<u>Tentative Ruling</u>

Re: Marque Davis v. Jason Edward Denney, M.D.

Superior Court Case No. 23CECG00961

Hearing Date: April 22, 2025 (Dept. 502)

Motion: Petition to Compromise Minor's Claim x4

Tentative Ruling:

To grant each of the petitions for Ian Davis, Kaleb Davis, Jase Davis, and London Davis. Orders signed. No appearances necessary.

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Tentative Ruling

Re: Douglas v. ABC Cooling & Heating Services, LLC

Superior Court Case No. 24CECG01926

Hearing Date: April 22, 2025 (Dept. 502)

Motion: by Defendant Compelling Plaintiffs Russell Douglas and

Rachel Ebert's Responses to Form Interrogatories, Set One, Special Interrogations, Set One, Requests for Production of

Documents, Set One, and for Monetary Sanctions

Tentative Ruling:

To continue the hearing to Thursday, June 5, 2025 at 3:30 p.m. in Department 502, and to require defendant to pay \$60 for motion fees to the clerk (in addition to the \$180 for motion fees already paid) for the correct total motion fee of \$240 (4 motions x \$60 each). The additional filing fees must be paid on or before Thursday, May 29, 2025.

Explanation:

The uniform fee for filing a discovery motion is \$60. (Gov. Code, § 70617, subd. (a).) Here, although defendant only requested for three motions to be set on the court's calendar, the court notes that, in actuality, there are four motions contained in the defendant's moving papers—motions to compel plaintiff Russell Douglas's responses to three sets of discovery: form interrogatories, special interrogatories, and document production; and one motion to compel plaintiff Rachel Ebert's response to one set of discovery: form interrogatories. Therefore, the correct total motion fee is \$240 (4 motions \times \$60).

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