

Tentative Rulings for April 28, 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)

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.*

24CECG00055 *Nieves Flores Amado v. Odyssey Agricultural Development LLC*
(Dept. 502)

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

25CECG01885 *Michael Kachadoorian v. Miranda Construction* is continued to
Wednesday, April 29, 2026, at 3:30 p.m. in Department 502.

23CECG04600 *Alyah Kharoufeh v. California Department of Corrections and*
Rehabilitation is continued to Tuesday, May 19, 2026, at 3:30 p.m. in
Department 502.

25CECG02316 *Ezequiel Lopez v. Manulife Investment* is continued to Tuesday, May
19, 2026, at 3:30 p.m. in Department 502.

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 502

Begin at the next page

(34)

Tentative Ruling

Re: ***Fair v. American Honda Motor Co., Inc.***
Superior Court Case No. 23CECG02755

Hearing Date: April 28, 2026 (Dept. 502)

Motion: by Plaintiffs for an Order Compelling Defendant's Further Responses to Special Interrogatories, Set Two, and Requests for Production of Documents, Set Two

Tentative Ruling:

To grant plaintiffs' motion in part and order defendant American Honda Motor Co., Inc.'s further response to Special Interrogatories, Set Two, Interrogatory Nos. 31 and 34. To deny plaintiff's motion as to Special Interrogatory Nos. 30, 32, 35, 37, and 38 and Requests for Production of Documents, Set Two, Request Nos. 51 through 55 and 57.

Explanation:

Plaintiffs move to compel defendant American Honda Motor Company, Inc.'s further responses to Special Interrogatories, Set Two, Nos. 30-32, 34, 35, 37, and 38, and Requests for Production, Set Two, Nos. 51-55 and 57. The requests at issue seek information and documents relating to safety recall notices issued related to the seat weight sensors in the 2020-2022 Honda Pilots. In addition to interrogatories confirming whether or not the two notices apply to the plaintiffs' 2022 Honda Pilot the interrogatories and requests for production seek information and documents generally related to defendant's knowledge of the sensor issues addressed in the notices and the issuance of the notices. The discovery was preceded by plaintiff Rosalinda Mendez's deposition wherein she testified to the front passenger seat airbag deploying without the vehicle having been involved in a collision.

Plaintiffs assert the disputed requests seek discoverable information related to their cause of action for breach of implied warranty of merchantability. Plaintiffs argue the airbag incident falls within the "electrical defect" alleged within the complaint and the information sought is relevant to whether the vehicle contained a latent defect during the one year implied warranty period.

Defendant objected to the requests as not relevant to the plaintiffs' claims. Defendant argues the broad scope of information requested related to what defendant knew of the underlying concern before and after issuing the notices is not relevant to whether plaintiffs' vehicle contained the purported concern. The court agrees.

The elements for [a breach of warranty of merchantability] are lack of merchantability, causation, and damages. (*Gutierrez v. Carmax Auto Superstores California* (2018) 19 Cal.App.5th 1234, 1246–1247, 248

(46)

Tentative Ruling

Re: ***Blanca Cerrato v. Cardiovascular Associates***
Superior Court Case No. 25CECG05115

Hearing Date: April 28, 2026 (Dept. 502)

Motion: by Defendant to Compel Arbitration

Tentative Ruling:

To grant defendant Cardiovascular Associates / The Heart Group Medical Clinic, Inc.'s motion to compel arbitration of plaintiff Blanca Cerrato's individual claims, and stay plaintiff's court action pending the arbitration of plaintiff's claims.

Explanation:

Applicable Laws

A trial court is required to grant a motion to compel arbitration "if it determines that an agreement to arbitrate the controversy exists." (Code Civ. Proc., § 1281.2) However, there is "no public policy in favor of forcing arbitration of issues the parties have not agreed to arbitrate." (*Garlach v. Sports Club Co.* (2012) 209 Cal.App.4th 1497, 1505) Thus, when a motion to compel arbitration is filed and accompanied by prima facie evidence of a written agreement to arbitrate the controversy, the court itself must determine: (1) whether the agreement exists, and (2) if any defense to its enforcement is raised, whether it is enforceable. The moving party bears the burden of proving the existence of an arbitration agreement by a preponderance of the evidence. The party claiming a defense bears the same burden as to the defense. (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 413-414.)

An Agreement to Arbitrate Exists

Here, defendant Cardiovascular Associates / The Heart Group Medical Clinic, Inc. ("defendant")¹ has met its burden of showing that an agreement to arbitrate the parties' dispute exists. Defendant has presented evidence that plaintiff Blanca Cerrato ("plaintiff") signed an agreement to arbitrate employment related disputes. (Crowley Decl., ¶ 10, Exh. A.)

Plaintiff objects to the declarations of (1) Andres Magos, an employee of Sierra HR Partners who provides defendant with HR and onboarding support and purportedly met with plaintiff; (2) Elizabeth Crowley, an Administrative Coordinator for defendant; and (3) Sandra Aleman, the Chief Operating Officer for defendant. Specifically as to the declarations of Mr. Magos and Ms. Crowley, plaintiff's objections challenge the declarants' personal knowledge of plaintiff's onboarding process and her having signed the agreements at issue. Plaintiff's objections are overruled in their entirety.

¹ Defendant's requests for judicial notice are granted.

Mr. Magos's declaration reflects a review of his company records and his understanding of company policies and onboarding procedures. While Mr. Magos does not specifically recall his meeting with plaintiff, he provides a Notice to Employee, signed by himself and plaintiff and dated on the date of the parties' purported meeting, to evidence that the meeting took place. (See Magos Decl., ¶ 13, Exh. A.) Ms. Crowley's declaration reflects her review of her company records and her understanding of company policies and onboarding procedures. She was not personally involved in plaintiff's onboarding, but as part of the regular onboarding process, she received and retained the signed onboarding documents for plaintiff's personnel file. (See Crowley Decl., ¶¶ 8-9.) Ms. Crowley attaches to her declaration a copy of the Alternative Dispute Resolution Policy and Agreement Policy ("Arbitration Agreement") that contains plaintiff's wet signature. (*Id.*, ¶ 10, Exh. A.) The fact that Ms. Crowley was not present at the time the agreement was signed does not refute that document is valid; the custodian of a document does not need to have been present when the document was created or signed to authenticate a document in a company's files. (*Iyere v. Wise Auto Group* (2023) 87 Cal.App.5th 747, 758.) Similarly, lack of remembrance of a specific meeting does not invalidate evidence that the meeting took place.

Plaintiff argues defendant has not met its burden based upon her statements that she does not recall signing the agreements and would not have signed the documents had she understood them. (Cerrato Decl., ¶¶ 11, 16.) When challenging a handwritten signature, as opposed to an electronic signature, "[i]f a party confronted with his or her handwritten signature on an arbitration agreement is unable to allege that the signature is inauthentic or forged, the fact that that person does not recall signing the agreement neither creates a factual dispute as to the signature's authenticity nor affords an independent basis to find that a contract was not formed." (*Iyere v. Wise Auto Group*, *supra*, 87 Cal.App.5th at p. 758.) Plaintiff does not dispute the authenticity of her signature. Thus, plaintiff's inability to recall signing the document bearing her handwritten signature is not sufficient to create a dispute as to the existence of the agreement.

Defendant has provided sufficient evidence to meet its burden of showing that an agreement to arbitrate exists between the parties that covered the plaintiff's Labor Code and unfair business practices claims alleged in the complaint. As a result, the burden shifts to plaintiff to show that a defense to the arbitration agreement exists.

Defenses to Enforcement: Unconscionability

Plaintiff argues that the agreement is unconscionable, and thus the court should refuse to enforce it. However, plaintiff has failed to meet her burden of showing that the agreement is unenforceable.

" '[U]nconscionability has generally been recognized to include an absence of meaningful choice on the part of one of the parties together with contract terms which are unreasonably favorable to the other party.' Phrased another way, unconscionability has both a 'procedural' and a 'substantive' element. [¶] The procedural element focuses on two factors: 'oppression' and 'surprise.' 'Oppression' arises from an inequality of bargaining power which results in no real negotiation and 'an absence of meaningful choice.' 'Surprise' involves the extent to which the supposedly agreed-upon terms of the

bargain are hidden in a prolix printed form drafted by the party seeking to enforce the disputed terms. Characteristically, the form contract is drafted by the party with the superior bargaining position." (*A & M Produce Co. v. FMC Corp.* (1982) 135 Cal.App.3d 473, 486, citations omitted.)

"Substantive unconscionability is less easily explained. 'Cases have talked in terms of "overly harsh" or "one-sided" results. [Citations.] One commentator has pointed out, however, that ' ... unconscionability turns not only on a 'one-sided' result, but also on an absence of 'justification' for it" [citation], which is only to say that substantive unconscionability must be evaluated as of the time the contract was made." (*Stirlen v. Supercuts, Inc.* (1997) 51 Cal.App.4th 1519, 1532, citations omitted.) In other words, the contract terms must be so one-sided as to "shock the conscience." (*Ibid.*) "The prevailing view is that these two elements must *both* be present in order for a court to exercise its discretion to refuse to enforce a contract or clause under the doctrine of unconscionability." (*Id.* at p. 1533, citations omitted, italics in original.)

Procedural Unconscionability

Plaintiff argues the agreement is procedurally unconscionable as a contract of adhesion, presented on a take-it-or-leave-it basis as a mandatory condition of employment. There is no dispute that plaintiff was not entitled to negotiate the terms of the agreement or that agreeing to arbitration was a condition of employment.

As the agreement is a contract of adhesion, this supports finding a minimal amount of procedural unconscionability. However, courts frequently enforce employment arbitration agreements that are contracts of adhesion, as long as they are not also substantively unconscionable. "Arbitration clauses in employment contracts have been upheld despite claims that the clauses were unconscionable because they were presented as part of an adhesion contract on a take-it-or-leave-it basis. In finding the arbitration clause in *Lagatree* was not unconscionable, the court noted that, 'as *Gilmer* and its progeny make clear, the compulsory nature of a predispute arbitration agreement does not render the agreement unenforceable on grounds of coercion or for lack of voluntariness.'" (*Giuliano v. Inland Empire Personnel, Inc.* (2007) 149 Cal.App.4th 1276, 1292, citations omitted.)

Plaintiff also contends that procedural unconscionability is found in the failure to provide the rules of the arbitration forum. "Numerous cases have held that the failure to provide a copy of the arbitration rules to which the employee would be bound supported a finding of procedural unconscionability." (*Trivedi v. Curexo Technology Corp.* (2010) 189 Cal.App.4th 387, 393, citing cases.) But, in *Trivedi* and the decisions cited therein, the plaintiff's unconscionability claim depended in some manner on the arbitration rules in question. (*Id.* at pp. 395–396.) That is not the case here.

Plaintiff further contends the agreement is ambiguous as to who is employer and employee. Plaintiff interprets the list of "management, supervisory, salaried, hourly, temporary employees and/or all other persons with an employment-like relationship" as third-party beneficiaries of *defendant*. However, this appears to be a misinterpretation, as the list in the agreement reads as a description of *employees* covered by the

agreement. As plaintiff falls into one of these designations, she is an “employee” by the terms of the agreement.

Substantive Unconscionability

Mandatory arbitration clauses in employment contracts are enforceable if they provide essential fairness to the employee. (*Armendariz v. Foundation Health Psychcare Services, Inc.*, *supra*, 24 Cal.4th at pp. 90-91; see also *24 Hour Fitness v. Superior Court* (1998) 66 Cal.App.4th 1199, 1212 [arbitration clause in employee handbook was not unconscionable where it provided all parties with substantially same rights and remedies].) In the employment context, an agreement must include the following five minimum requirements designed to provide necessary safeguards to protect unwaivable statutory rights where important public policies are implicated: (1) a neutral arbitrator; (2) adequate discovery; (3) a written, reasoned, opinion from the arbitrator; (4) identical types of relief as available in a judicial forum; and (5) that undue costs of arbitration will not be placed on the employee. (*Armendariz, supra*, 24 Cal.4th at p. 102.)

Plaintiff does not raise issue with these minimum requirements set forth in *Armendariz*.

Instead, plaintiff argues that the agreement (1) waives an employee's statutory right to bring representative PAGA claims and includes an invalid jury waiver; (2) is overbroad in its scope and duration; (3) lacks mutuality; and (4) is unconscionable due to the unconscionability of the concurrently signed confidentiality agreement.

Waiver of Representative Claims and Jury Trial

Plaintiff argues the agreement requires the employee to waive the ability to bring PAGA claims. The agreement states that the parties agree to arbitrate disputes on an individual basis only, and does not actually mention PAGA claims at all. Defendant argues the provision to bring claims in an individual capacity does not equate a requirement for plaintiff to abandon nonwaivable rights. The agreement to bring claims only on an individual basis does not render the agreement unconscionable such that is cannot be enforced. Similarly, the predispute jury waiver as part of the arbitration agreement is not unenforceable; the agreement to submit claims relating to or arising out of the employment relationship to arbitration, by its nature, is an agreement to not submit the claims to a jury.

Overbroad in Scope and Duration

Plaintiff argues that the agreement is substantively unconscionable because it has an overly broad scope and an indefinite duration. Plaintiff relies on *Cook v. University of Southern California* (2024) 102 Cal.App.5th 312, where the express terms of the agreement requiring arbitration of all claims “whether or not arising out of Employee's University employment ...” were found unconscionable. (*Cook v. University of Southern California* (2024) 102 Cal.App.5th 312, 325.) Unlike the agreement in *Cook*, the terms of the arbitration agreement at bench do not expressly include claims arising outside of the employment relationship. The court declines to read the general applicability of the agreement to any and all types of claims arising between the parties during the

