

**Tentative Rulings for April 29, 2026**  
**Department 501**

**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.

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(Tentative Rulings begin at the next page)

# **Tentative Rulings for Department 501**

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(49)

**Tentative Ruling**

Re: **Castro v. Newrez LLC et al.**  
Superior Court Case No. 25CECG05067

Hearing Date: April 29, 2026 (Dept. 501)

Motions: (1) by Defendant BSI Financial Services to Set Aside Default;  
(2) by Defendant Newrez LLC to Set Aside Default;  
(3) by Defendant U.S. Bank Trust National Association to Set Aside Default

**Tentative Ruling:**

To grant the motion to set aside default as to defendant BSI Financial Services. (Code Civ. Proc., § 473, subd. (d).) Said defendant is directed to file the proposed responsive within five days of service of the order by the clerk.

To grant the motion to set aside default as to defendant Newrez LLC dba Shellpoint Mortgage Servicing. (Code Civ. Proc., § 473, subd. (b).) Said defendant is directed to file the proposed responsive within five days of service of the order by the clerk.

To grant the motion to set aside default as to defendant U.S. Bank Trust National Association. (Code Civ. Proc., § 473, subd. (b).) Said defendant is directed to file the proposed responsive within five days of service of the order by the clerk.

**Explanation:**

Defendants BSI Financial Services ("BSI"), Newrez LLC dba Shellpoint Mortgage Servicing ("Newrez"), and U.S. Bank Trust National Association ("US Bank") each move to set aside the defaults entered against them by plaintiffs Bayardo J. Aleman Castro and Flor M. Sequeira ("plaintiffs").

When considering each of the motions to set aside the defaults, "[i]t is the policy of the law to favor, whenever possible, a hearing on the merits." (*Shamblin v. Brattain* (1988) 44 Cal.3d 474, 478.) Further, "when a party in default moves promptly to seek relief, very slight evidence is required to justify a trial court's order setting aside a default." (*Ibid.*) Each party moves for relief pursuant to Code of Civil Procedure section 473.

**BSI's Motion to Set Aside Default**

Under the Code of Civil Procedure section 473, subdivision (d), "[t]he court may...correct clerical mistakes in its judgment or orders as entered, so as to conform to the judgment or order directed, and may, on motion of either party after notice to the other party, set aside any void judgment or order." Further, "the court may set aside a

default judgment which is valid on its face, but void, as a matter of law, due to improper service." (*Ellard v. Conway* (2001) 94 Cal.App.4th 540, 544.)

The return of a properly registered process server "establishes a presumption, affecting the burden of producing evidence, of the facts stated in the return." (Evid. Code, § 647.) A presumption requires the trier of fact "to assume the existence of the presumed fact unless and until evidence is introduced which would support a finding of its nonexistence, in which case the trier of fact shall determine the existence or nonexistence of the presumed fact from the evidence and without regard to the presumption." (*Id.*, § 604 [emphasis added].) Service of process on a corporation is established by Code of Civil Procedure section 416.10, which states:

A summons may be served on a corporation by delivering a copy of the summons and the complaint by any of the following methods:

(a) To the person designated as agent for service of process as provided by any provision in Section 202, 1502, 2105, or 2107 of the Corporations Code (or Sections 3301 to 3303, inclusive, or Sections 6500 to 6504, inclusive, of the Corporations Code, as in effect on December 31, 1976, with respect to corporations to which they remain applicable).

(b) To the president, chief executive officer, or other head of the corporation, a vice president, a secretary or assistant secretary, a treasurer or assistant treasurer, a controller or chief financial officer, a general manager, or a person authorized by the corporation to receive service of process.

(c) If the corporation is a bank, to a cashier or assistant cashier or to a person specified in subdivision (a) or (b).

(d) If authorized by any provision in Section 1701, 1702, 2110, or 2111 of the Corporations Code (or Sections 3301 to 3303, inclusive, or Sections 6500 to 6504, inclusive, of the Corporations Code, as in effect on December 31, 1976, with respect to corporations to which they remain applicable), as provided by that provision.

On November 24, 2025, plaintiffs served "Marissa Doe" at the address of 1355 Willow Way, Suite 115, Concord, California 94520. (Plaintiffs' Ex. A, p. 1.) According, plaintiffs purportedly effected service under one of the provisions of Code of Civil Procedure section 416.10. (*Ibid.*) The person who took physical possession of the papers was Marisa Vidrine. (Vidrine Decl., ¶ 11.) Vidrine is and was an employee solely of Entra Default Solutions, LLC ("Entra") and not BSI. (*Id.*, ¶¶ 1-3.) Entra and BSI are affiliated but entirely separate entities. (Mandeville Decl., ¶ 3.) Employees of Entra are not employees of BSI. (*Ibid.*) Vidrine was not authorized to accept service on behalf of BSI. (Vidrine Decl., ¶ 14.)

Here the proof of service of process is presumptive. However, the presumption is contradicted by the evidence submitted by BSI. Vidrine is neither an employee nor a designated agent for service of process for BSI. Service on Vidrine does not meet any of

the requirements of Code of Civil Procedure section 416.10 to effectuate service of process on BSI. Therefore, BSI was not properly served with process. Accordingly, the default is void and the motion to set aside is granted as to BSI.

#### Newrez's Motion to Set Aside

“The court may, upon any terms as may be just, relieve a party or his or her legal representative from a judgment, dismissal, order, or other proceeding taken against him or her through his or her mistake, inadvertence, surprise, or excusable neglect.” (Code Civ. Proc., § 473 subd. (b).) When determining whether a mistake or inadvertence was excusable, “the court inquires whether ‘a reasonably prudent person under the same or similar circumstances’ might have made the same error.” (*Bettencourt v. Los Rios Community College Dist.* (1986) 42 Cal.3d 270, 276 citing *Ebersol v. Cowan* (1983) 35 Cal.3d 427, 435.) Code of Civil Procedure section 430.41, subsection (a)(2) states, in pertinent part:

If the parties are not able to meet and confer at least 5 days before the date the responsive pleading is due, the demurring party shall be granted an automatic 30-day extension of time within which to file a responsive pleading, by filing and serving, on or before the date on which a demurrer would be due, a declaration stating under penalty of perjury that a good faith attempt to meet and confer was made and explaining the reasons why the parties could not meet and confer. The 30-day extension shall commence from the date the responsive pleading was previously due, and the demurring party shall not be subject to default during the period of the extension.

Newrez was served with the First Amended Complaint on November 21, 2025. (Sanford Decl., ¶ 5.) Due to a calendaring mistake, the date of service was entered as November 22, 2025, by counsel for Newrez. (*Ibid.*) Based on this error, counsel believed the responsive deadline was December 22, 2025. (*Ibid.*) The actual deadline for the answer was December 21, 2025. It is uncontested that Newrez attempted to meet and confer with plaintiffs on December 17, 2025. (Sanford Decl., ¶¶ 8-9; Castro Decl., ¶ 17.) The meet and confer was cut short due to plaintiffs ending the call early due to a medical emergency involving plaintiffs' minor child. (Sanford Decl., ¶ 12; Castro Decl., ¶ 17.)

On December 18, 2025, Newrez filed a declaration for automatic extension. (Sanford Decl., ¶ 11.) Newrez attested in the declaration the requirements of Code of Civil Procedure section 430.41, subsection (a)(2). Therefore, the filing deadline for the demurrer was extended by 30 days. Due to the previous calendaring error, Newrez believed the due date for the demurrer was January 21, 2026. (Sanford Decl., ¶ 5.) The actual deadline for the demurrer was January 20, 2026. Plaintiffs filed their request for default on January 20, 2026. Newrez filed their demurrer on January 21, 2026. Plaintiffs request for default was granted while Newrez's demurrer was voided.

Plaintiffs' request for default was filed prematurely. Newrez still had the opportunity to file a response on January 20, 2026. The request for default therefore should have been denied. However, clerical error alone would not have been enough to set aside the default. The filing of the demurrer would still be late. Newrez submits that it had a

calendaring error. The court finds that calendaring errors are of a type of error that a reasonably prudent person under the same or similar circumstances might have made. Therefore, the motion is granted, and the default entered against Newrez is set aside.

#### US Bank's Motion to Set Aside

The mandatory relief provision of Code of Civil Procedure section 473, subdivision (b), states, in pertinent part:

Notwithstanding any other requirements of this section, the court shall, whenever an application for relief is made no more than six months after entry of judgment, is in proper form, and is accompanied by an attorney's sworn affidavit attesting to his or her mistake, inadvertence, surprise, or neglect, vacate any (1) resulting default entered by the clerk against his or her client, and which will result in entry of a default judgment, or (2) resulting default judgment or dismissal entered against his or her client, unless the court finds that the default or dismissal was not in fact caused by the attorney's mistake, inadvertence, surprise, or neglect.

"Relief under [the mandatory relief provision] is mandatory if the conditions are fulfilled." (*Metropolitan Service Corp. v. Casa de Palms, Ltd.* (1995) 31 Cal.App.4th 1481, 1487.) "The purpose of the mandatory relief provision is to relieve the client of the burden caused by the attorney's error, impose a burden on the attorney instead, and avoid additional malpractice litigation." (*Matera v. McLeod* (2006) 145 Cal.App.4th 44, 63.)

On December 11, 2025, plaintiffs served summons and the First Amended Complaint on US Bank. (Castro Decl., ¶ 3 and Ex. B thereto.) Therefore, US Bank was required to file a responsive pleading by January 12, 2026. Plaintiffs filed a default against US Bank was entered on January 28, 2026. On February 3, 2026, counsel for Newrez discovered that it was also counsel for US Bank for the purposes of this action. (Sanford Decl., ¶ 13.) Counsel states that it was previously unaware of its representation of US Bank. Counsel therefore did not timely file a responsive pleading. (*Id.*, ¶ 16.)

US Bank thereafter timely filed this motion, within six months. (Code Civ. Proc., § 473, subd. (b).) The motion is in proper form, and is accompanied by the facts stated above, reflecting counsel's mistake or neglect. The conditions for relief under the mandatory relief provision are therefore met. Relief is mandatory. Accordingly, the motion is granted and the default against US Bank is set aside.

#### Costs

"The court shall, whenever relief is granted based on an attorney's affidavit of fault, direct the attorney to pay reasonable compensatory legal fees and costs to opposing counsel or parties." (Code Civ. Proc., § 473, subd. (b).) Therefore, costs are pertinent only to the motion by US Bank.

Here however, plaintiffs are in pro per and cannot be awarded attorney's fees. Moreover, plaintiffs have been granted fee waivers. There are no filing costs to be

recovered. Finally, plaintiffs did not file their costs with the opposition to US Bank's motion. Therefore, no costs are indicated. (Code Civ. Proc., § 473, subd. (b).)

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:** DTT on 4/27/2026.  
(Judge's initials) (Date)

(46)

**Tentative Ruling**

Re: **Shayna Feuersinger v. Ida Rogers**  
Superior Court Case No. 25CECG00927

Hearing Date: April 29, 2026 (Dept. 501)

Motion: Demurrer to Third Amended Complaint

**Tentative Ruling:**

To continue the hearing on this motion to Thursday, May 28, 2026, at 3:30 p.m. in Department 501. The parties are ordered to conduct a meet and confer session, in person, by telephone, or by videoconference at least 15 days prior to the hearing. If the meet and confer resolves the issues, defendants shall call the calendar clerk to take the motion off calendar. If it does not resolve the issues, defendants shall file a declaration, on or before Thursday, May 21, 2026, at 5:00 p.m. stating the efforts made. (Code Civ. Proc., § 430.41.)

**Explanation:**

Before the merits of a demurrer are considered, the moving party must first have demonstrated that he or she fulfilled the meet and confer duties set forth in Code of Civil Procedure section 430.41. Code of Civil Procedure section 430.41 requires the party who is attacking the pleadings by way of demurrer to meet and confer in person, by telephone, or by videoconference prior to filing the motion, in order to determine if the parties can reach an agreement that would resolve the objections and avoid having to file the motion. Then, if these efforts do not result in reaching an agreement, the moving party must file a declaration along with the moving papers stating either: the parties met and conferred but were unable to reach an agreement resolving the issues; or, the party who filed the pleading subject to demurred failed to respond or otherwise meet and confer in good faith. (Code Civ. Proc., § 430.41, subd. (a)(3).)

“If an amended complaint [...] is filed, the responding party **shall meet and confer again** with the party who filed the amended pleading before filing a demurrer to the amended pleading.” (*Id.*, subd. (a), emphasis added.)

Here, defendants County of Fresno, Ida Rogers, Enoc Perez, and Mayra Gonzalez (collectively “defendants”) demur to the Third Amended Complaint filed by plaintiff Shayna Feuersinger (“plaintiff”). In support of the demurrer, defendants filed a declaration by their counsel, Jessica Neighbors, regarding the efforts to meet and confer prior to filing the demurrer. The declaration detailed only two attempts to meet and confer with plaintiff's attorney. The first was in the form of a letter sent to opposing counsel via e-mail, to which no response was received. (Neighbors Decl., ¶ 3, Exh. A.) Ms. Neighbors followed up with a single telephone call to opposing counsel's office without successfully reaching counsel or receiving a call back. (*Id.*, ¶ 4.)



(03)

**Tentative Ruling**

Re: ***Xiong v. Khan***  
Case No. 24CECG02797

Hearing Date: April 29, 2026 (Dept. 501)

Motion: by Defendant Community Regional Medical Center for  
Summary Judgment

**Tentative Ruling:**

To grant the motion of defendant Community Regional Medical Center (CRMC) for summary judgment as to plaintiffs' entire Complaint.

**Explanation:**

“The standard of care against which the acts of a physician are to be measured is a matter peculiarly within the knowledge of experts; it presents the basic issue in a malpractice action and can only be proved by their testimony, unless the conduct required by the particular circumstances is within the common knowledge of the layman.” (*Landeros v. Flood* (1976) 17 Cal.3d 399, 410, citations omitted.)

“California courts have incorporated the expert evidence requirement into their standard for summary judgment in medical malpractice cases. When a defendant moves for summary judgment and supports his motion with expert declarations that his conduct fell within the community standard of care, he is entitled to summary judgment unless the plaintiff comes forward with conflicting expert evidence.” (*Munro v. Regents of University of California* (1989) 215 Cal.App.3d 977, 984–985, citations omitted.)

Here, CRMC has presented the declaration of its emergency medicine expert, Dr. McDermott, who opines that CRMC's employees' care and treatment of plaintiffs' decedent was within the standard of care, and nothing that they did or failed to do caused her death. (McDermott decl., ¶¶ 5, 6.) As a result, CRMC has met its burden of showing that it is entitled to summary judgment of plaintiffs' Complaint.

Plaintiffs have not filed any opposition to the motion for summary judgment. In fact, they have filed a notice of non-opposition. Thus, plaintiffs have not raised any triable issues of material fact with regard to whether CRMC breached the standard of care or caused decedent's death. As a result, the court intends to grant summary judgment in favor of CRMC as to the entire Complaint.

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:** DTT **on** 4/27/2026.  
(Judge's initials) (Date)