Tentative Rulings for April 29, 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.

25CECG05074 ***Ashenafi Legesse, Medical Doctor v. The Permanente Medical Group, Inc*****. is continued to Thursday, April 30, 2026, at 3:30 p.m. in Department 503.**

21CECG01454 ***Jane Doe v. Trinity Health Corporation et al.*** **is continued to Wednesday, June 10, 2026, at 3:30 p.m. in Department 503.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 503

Begin at the next page

(37)

Tentative Ruling

Re: ***Delgado v. Jensen Packing, L.P.***
Superior Court Case No. 25CECG03484

Hearing Date: April 29, 2026 (Dept. 503)

Motion: By Defendant to Compel Arbitration

Tentative Ruling:

To grant the motion to compel arbitration of plaintiff Leticia Verduzco Delgado's individual claims and to dismiss the class claims. To stay these proceedings pending arbitration of plaintiff's individual claims.

The Court will not stay the proceedings in the separately filed claim in Fresno Superior Court Case Number 25CECG04861. Defendant shall file the appropriate motion to seek such relief in that matter.

Explanation:

In moving to compel arbitration, defendants must prove by a preponderance of evidence the existence of the arbitration agreement and that the dispute is covered by the agreement. The party opposing the motion must then prove by a preponderance of evidence that a ground for denial of the motion exists (e.g., fraud, unconscionability, etc.) (*Rosenthal v. Great Western Fin'l Securities Corp.* (1996) 14 Cal.4th 394, 413-414; *Hotels Nevada v. L.A. Pacific Ctr., Inc.* (2006) 144 Cal.App.4th 754, 758; *Villacreses v. Molinari* (2005) 132 Cal.App.4th 1223, 1230.)

There is a strong policy in favor of arbitration. (*AT&T Mobility LLC v. Concepcion* (2011) 563 U.S. 333, 339.) Courts are to enforce arbitration agreements according to their terms. (*Ibid*.) In ruling on a motion to compel arbitration, the court must first determine whether the parties actually agreed to arbitrate the dispute, and general principles of California contract law guide the court in making this determination. (*Mendez v. Mid-Wilshire Health Care Center* (2013) 220 Cal.App.4th 534, 540-543.)

Under the Federal Arbitration Act ("FAA"),

> A written provision in … a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, … shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.

(9 U.S.C. § 2.)

Burden

In ruling on a motion to compel arbitration, the court must first address whether there was an agreement to arbitrate and whether the agreement covers the dispute. (*Omar v. Ralphs Grocery Co*. (2004) 118 Cal.App.4th 955, 960.) The moving party must first allege existence of an agreement to arbitrate. (*Condee v. Longwood Management Corp*. (2001) 88 Cal.App.4th 215, 218.) Where the moving party has alleged the existence of an arbitration agreement, the burden shifts to the opposing party to prove the falsity of the purported agreement. (*Id*. at p. 219.) The third step would be relevant where the opposing party has met its burden, then the burden shifts back to the moving party to "establish with admissible evidence a valid arbitration agreement between the parties." (*Gamboa v. Northeast Community Clinic* (2021) 72 Cal.App.5th 158, 165-166.)

Here, defendant filed its moving papers, which did establish prima facie evidence of an agreement to arbitrate. Plaintiff challenges defendant's reliance on translated exhibits which lack certification under oath by a qualified interpreter. Notably, plaintiff does not challenge the agreements' authenticity or that she signed the three provided agreements.

Here, defendant has met its initial burden of presenting prima facie evidence of an agreement to arbitrate between plaintiff and defendant. Notably, at the first step, the burden is low for the moving party. (*Condee v. Longwood Management Corp*., *supra*, 88 Cal.App.4th at p. 218.) A moving party can either provide a copy of the agreement or set forth the terms of the agreement, verbatim. (*Ibid*.) At this step, there is no requirement to follow the normal procedures to authenticate the document. (*Id*. at pp. 218-219.)

Thus the burden shifted to plaintiff to challenge the authenticity of the agreements. (*Id*. at p. 219.) Plaintiff asserts that the foreign language exhibits are inadmissible without a certified English translation. Plaintiff also asserts that the Hernandez Declaration lacks sufficient foundation for the declarant's personal knowledge. Plaintiff does not otherwise challenge the authenticity of the documents or that she signed them.

As to the issue of foundation, the declaration establishes the declarant's presence at the onboarding orientation and her role in explaining the documents during plaintiff's orientations. (Hernandez Decl., ¶¶ 6-9.) Thus, plaintiff's assertion as to lack of personal knowledge lacks merit.

Where the opposing party has sufficiently challenged the authenticity of the agreement, then the burden shifts back to the moving party to produce admissible evidence establishing the existence of the agreement by a preponderance of the evidence. (*Gamboa v. Northeast Community Clinic, supra*, 72 Cal.App.5th a pp. 165-166.) Here, defendant has produced Certificates of Accuracy as to the Spanish translations of the arbitration agreements. (Crisanti Decl., Exhs. A-C.)

Thus, the Court finds that defendant has met its burden in showing an arbitration agreement exists between plaintiff and defendant.

Unconscionability

"Because unconscionability is a reason for refusing to enforce contracts generally, it is also a valid reason for refusing to enforce an arbitration agreement under Code of Civil Procedure section 1281, which, as noted, provides that arbitration agreements are 'valid, enforceable and irrevocable, save upon such grounds as exist for the revocation of any contract.' The United States Supreme Court, in interpreting the same language found in section 2 of the FAA (9 U.S.C. § 2), recognized that 'generally applicable contract defenses, such as fraud, duress, or *unconscionability*, may be applied to invalidate arbitration agreements ....'" (*Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 114, internal citation omitted, italics in original.)

"The party resisting arbitration bears the burden of proving unconscionability. Both procedural unconscionability and substantive unconscionability must be shown, but 'they need not be present in the same degree' and are evaluated on '"a sliding scale."' '[T]he more substantively oppressive the contract term, the less evidence of procedural unconscionability is required to come to the conclusion that the term is unenforceable, and vice versa.'" (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 247, internal citations omitted.)

Procedural unconscionability has to do with the manner in which the contract was negotiated and the parties' circumstances at that time, and focuses on the factors of oppression or surprise. (*Kinney v. United HealthCare Services, Inc.* (1999) 70 Cal.App.4th 1322, 1327; *Martinez v. Master Protection Corp.* (2004) 118 Cal.App.4th 107, 113.) Oppression "arises from an inequality of bargaining power of the parties to the contract and an absence of real negotiation or a meaningful choice on the part of the weaker party." (*Kinney v. United HealthCare Services, Inc.* (1999) 70 Cal.App.4th 1322, 1329.) "Surprise" involves the extent to which the supposedly agreed-upon terms are buried in an overly complex form; it deals with "the disappointed reasonable expectations of the weaker party. (*Harper v. Ultimo* (2003) 113 Cal.App.4th 1402, 1406.)

Plaintiff argues the agreement is procedurally unconscionable because it was adhesive. An agreement is adhesive where a standardized contract, drafted and imposed by the party with superior bargaining strength, gives the other party only an opportunity to adhere to the terms or to reject them. (*Armendariz, supra*, 24 Cal.4th 83, 113.) It is apparent that the agreement was adhesive, as plaintiff had no say in any of the terms of the agreements. Additionally, agreement was a requirement for employment: "This Agreement is a condition of employment." (Hernandez Decl., (Exhs. A-C.)

Adhesion does not *per se* render the arbitration agreement unenforceable, since such contracts "are an inevitable fact of life for all citizens, businessman and consumer alike." (*Graham v. Scissor-Tail, Inc.* (1981) 28 Cal.3d 807, 817-818.) The Supreme Court has stated this is the reason for "the various intensifiers in our formulations: '*overly* harsh,' '*unduly* oppressive,' '*unreasonably* favorable.'" (*Baltazar v. Forever 21, Inc.,* (2016) 62 Cal.4th 1237, 1245 (emphasis in the original).) A finding of procedural unconscionability "does not mean that a contract will not be enforced, but rather that courts will scrutinize the substantive terms of the contract to ensure they are not manifestly unfair or one-

sided." (*Id.* at p. 1244.) In other words, because procedural unconscionability has been found, the analysis turns on consideration of the substantive unconscionability prong.

Substantive unconscionability exists if the terms of the agreement are overly harsh or one-sided, provisions which shock the conscience, are unduly oppressive, or unreasonably favorable to the party seeking to compel arbitration. (*Sanchez v. Valencia Holding Co., LLC* (2015) 61 Cal.4th 899, 909.) With substantive unconscionability, the "paramount consideration" is the mutuality of obligation to arbitrate. (*Nyulassy v. Lockheed Martin Corp.* (2004) 120 Cal.App.4th 1267, 1286.) To find substantive unconscionability, the court must find a *significant* degree of unfairness. A simple "bad bargain" does not qualify. (*Baltazar v. Forever 21, Inc., supra,* 62 Cal.4th at pp. 1244-1245.) Of "paramount consideration" is the mutuality of obligation to arbitrate. (*Nyulassy v. Lockheed Martin Corp.* (2004) 120 Cal.App.4th 1267, 1286.)

Agreements can provide a "margin of safety" to the party with superior bargaining power where that party has a legitimate commercial need, but the legitimate commercial need must be explained in the agreement. (*Armendariz, supra*, 24 Cal.4th 83, 117.) Courts have consistently required a "modicum of bilaterality" in arbitration agreements and where such agreements are one-sided, unconscionability is found not just for the lack of mutuality, but for the failure to justify the lack of mutuality. (*Ibid*.) The court in *Armendariz* noted that "the lack of mutuality can be manifested as much by what the agreement does not provide as by what it does." (*Id*. at p. 120.)

Plaintiff argues that the agreements are substantively unconscionable because they have an overly broad scope and an indefinite duration. Plaintiff relies on *Cook v. University of Southern California* (2024) 102 Cal.App.5th 312. In *Cook*, the appellate court found the relevant agreement was overly broad where the express terms required arbitration of all claims, not just claims arising from an employment relationship. (*Id*. at pp. 321-326.) This is distinguishable from the instant case. Plaintiff cites to paragraph 3 of the agreements, but fails to recognize that paragraph 2 clarifies what qualifies as a claim:

> "The Claims which are to be arbitrated under this Agreement include, but are not limited to Claims for wages and other compensation, Claims for breach of contract (express or implied), Claims for violation of public policy, wrongful termination, tort Claims, Claims for unlawful discrimination and/or harassment (including, but not limited to, race, religious creed, color, national origin, ancestry, physical or mental disability, gender identity or expression, medical condition (cancer related or genetic characteristic), marital status, age (over 40), pregnancy, sex, or sexual orientation) to the extent allowed by law, and Claims for violation of any federal state, or other government law, statute, regulation, or ordinance, except for Claims for workers' compensation and unemployment insurance benefits."

(Hernandez Decl., Exhs. A-C.)

Thus, read in context, the claims here arise from the employment relationship. This does not include all potential claims as was the issue in *Cook*.

Plaintiff argues that paragraph 3 also presents an infinite scope of duration. It states, "The parties hereby agree to arbitrate any Claim solely on an individual basis. In accordance therewith, the parties further agree that (i) class arbitration (including the presiding over any form of a representative or class proceeding), and (ii) the consolidation of Claims made by more than one plaintiff, are both expressly prohibited pursuant to this Agreement." (Hernandez Decl., Exhs. A-C.) While plaintiff points to paragraph 3 as containing the duration, it is actually found in paragraph 12, which provides, "This Agreement shall survive termination of the employment relationship unless expressly terminated in a writing signed by both parties." (Ibid.) Plaintiff again relies on *Cook*. In *Cook*, the appellate court found the agreement was substantively unconscionable where it specifically provided the agreement would survive until it was terminated in writing by both parties. (*Cook v. University of Southern California, supra,* 102 Cal.App.5th 312, 326.)

The Fifth District Court of Appeals recently addressed the issue of infinite duration, specifically distinguishing a similar case to the instant case from *Cook*. (*Ayala-Ventura v. Superior Court of Fresno County* (2026) 342 Cal.Rptr.3d 500, 513-515.) There, the appellate court found that while the duration language was substantively similar, the context of potentially infinite claims in *Cook* colored the duration argument. (*Ibid*.) Thus, the Fifth District Court of Appeals found the similar language in an agreement which did not have potentially infinite claims was not substantively unconscionable. (*Ibid*.)

Here, defendant is a produce packing facility. Its services are limited in a way in which the defendant, USC, in *Cook* was not. Defendant packing facility is more similar to defendant janitorial services in *Ayala-Ventura*. Plaintiff argues that she could have a non-employment related claim arise if she ate bad fruit packaged by defendant at a later date and was thus injured. The Court would note that such a claim does not appear to be covered by paragraph 2 of the arbitration agreements at issue here. (Hernandez Decl., Exhs. A-C.) Thus, it appears highly unlikely such a claim would be compelled to arbitration.

Plaintiff also argues that the agreement violates the EFAA. The EFAA does prohibit compelling arbitration for sexual harassment and assault claims. (9 U.S.C. §§ 401, 402.) The EFAA was enacted March 3, 2022. (*Doe v. Second Street Corp*. (2024) 105 Cal.App.5th 552, 566.) The EFAA applies to disputes or claims arising or accruing after its enactment. (*Ibid*.) Defendant concedes that the agreements here run afoul of the EFAA. However, defendant argues that the offending language can be severed from the agreements. The agreements each contain severability clauses. Here, the offending language can be severed from the agreement by striking references to sexual harassment and assault claims in paragraph 2. With that adjustment, there would be no substantive unconscionability, and the agreement should be enforced.

Thus, the Court severs the references to sexual harassment and assault in paragraph 2 of the arbitration agreements, grants the motion to compel plaintiff's individual claims to arbitration, dismisses the class claims, and stays this matter pending arbitration of plaintiff's individual claims.

PAGA Claim

Defendant requests that plaintiff's PAGA claim in a separately filed matter be stayed. The Court declines to stay the separately filed matter. Defendant is free to file a motion to stay in the separate case.

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

(37)

Tentative Ruling

Re: ***Olson v. Stier's RV Centers, LLC***
Superior Court Case No. 25CECG00913

Hearing Date: April 29, 2026 (Dept. 503)

Motion: By Defendant Ford Motor Company to Enforce Plaintiffs' Compliance with Code of Civil Procedure Section 871.26 and for Sanctions

Tentative Ruling:

To enforce compliance with Code of Civil Procedure section 871.26, but to deny sanctions.

Explanation:

Effective January 1, 2025, Code of Civil Procedure section 871.26 codified expectations for discovery timelines and procedures in civil actions seeking restitution or replacement of a motor vehicle. (Code Civ. Proc., § 871.26, subd. (l).) The complaint seeking restitution in this matter was filed February 24, 2025, after the enactment of this code section.

Code of Civil Procedure section 871.29 provides a mechanism for manufacturers to elect to be governed by this chapter with respect to "all of the manufacturer's motor vehicles sold during a period of five calendar years by providing written notice of that election to the Arbitration Certification Program" by October 31 of the preceding calendar year. (Code Civ. Proc., § 871.29, subd. (a).) Defendant Ford Motor Company provided such notice two months after the complaint was filed in this matter, on April 25, 2025. (Klitzke Decl., Exh. 6.)

In light of the complaint seeking restitution pursuant to the Song-Beverly Act being filed after January 1, 2025, the Court orders plaintiffs to comply with Code of Civil Procedure section 871.26. Going forward, all dates for required disclosures should be calculated as of service of the minute order by the clerk.

In light of the understandable confusion regarding a complaint filed after Code of Civil Procedure section 871.26 went into effect, but before defendant had provided notice of opting in pursuant to Code of Civil Procedure section 871.29, subdivision (a), the Court will not impose sanctions at this time. Code of Civil Procedure section 871.29 subdivision (j) articulates that sanctions shall be imposed for failure to comply with document production requirements and depositions consistent with subdivisions (b) and (c). However, these are not available where the party failing to comply demonstrates good cause for such failure. (Code Civ. Proc., § 871.26, subd. (j).) Here, the Court finds such good cause for the initial failure to comply.

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

(46)

Tentative Ruling

Re: ***Frank Cruz v. Oscar Bibiano***
Superior Court Case No. 24CECG03603

Hearing Date: April 29, 2026 (Dept. 503)

Motion: by Defendant Oscar Bibiano for Terminating Sanctions; to Deem Admitted Requests for Admissions, Set Two; and to Compel Initial Responses to Requests for Production of Documents, Set Three

Tentative Ruling:

To grant the motion for terminating sanctions as to the complaint filed by plaintiff Frank Cruz against defendant Oscar Bibiano. To deny the request to enter judgment on the cross-complainant filed by Oscar Bibiano against cross-defendant Frank Cruz.

To grant the motion to compel initial responses to Request for Production of Documents, Set Three. Within ten (10) days of service of the order by the clerk, cross-defendant Frank Cruz shall serve verified responses, without objections, to Request for Production, Set Three, and produce all documents responsive to the Request for Production.

To grant the motion seeking an order deeming admitted the matters specified in the Requests for Admission, Set Two pursuant to Code of Civil Procedure section 2033.280, subdivision (b) against cross-defendant Frank Cruz **unless** responses in substantial conformity with Code of Civil Procedure section 2033.220 are served **prior** to the hearing.

To impose monetary sanctions in the total amount of $1,305.00 against plaintiff and cross-defendant Frank Cruz, in favor of defendant and cross-complainant Oscar Bibiano, to be paid to counsel for Oscar Bibiano within thirty (30) days of service of the order by the clerk.

Explanation:

Motion for Terminating Sanctions

Code of Civil Procedure section 2023.010, subdivision (g) makes "[d]isobeying a court order to provide discovery" a "misuse of the discovery process," but sanctions are only authorized to the extent permitted by each discovery procedure. Once a motion to compel answers is granted, continued failure to respond or inadequate answers may result in more severe sanctions, including evidence, issue or terminating sanctions, or further monetary sanctions. (Code Civ. Proc., § 2030.290, subd. (c).)

Sanctions for failure to comply with a court order are allowed only where the failure was willful. (*Biles v. Exxon Mobil Corp.* (2004) 124 Cal.App.4th 1315, 1327.) If there has been a willful failure to comply with a discovery order, the court may strike out the

offending party's pleadings or parts thereof, stay further proceedings by that party until the order is obeyed, dismiss that party's action, or render default judgment against that party. (Code Civ. Proc. § 2023.030, subd. (d).)

Here, on December 5, 2025, the court ordered[1] plaintiff Frank Cruz ("plaintiff" or "cross-defendant") to serve further responses to Requests for Production of Documents, Set Two, within 15 days of the court's order, and to pay sanctions within 30 days. To date, no verified responses have been served, nor have sanctions been paid. (Vecchiarelli Decl., ¶ 41.) On December 10, 2025, the court ordered plaintiff to serve further responses to Form Interrogatories, Set One, within 15 days of the court's order, and to pay sanctions within 30 days. To date, no verified responses have been served, nor have sanctions been paid. (Vecchiarelli Decl., ¶ 29.) Therefore, it appears that plaintiff is willfully refusing to comply with the court's orders compelling him to answer the discovery requests. Nor does it appear likely that any lesser sanctions would be effective to obtain compliance here, as it appears that plaintiff has no interest in responding to discovery or otherwise participating in the action that he filed. The motion for terminating sanctions as to the complaint filed by Frank Cruz is granted.

However, to the extent that defendant and cross-complainant Oscar Bibiano ("defendant" or "cross-complainant") requests the court enter judgment on Bibiano's cross-complaint, the court denies that request. A form of terminating sanctions may be the entry of *default* judgment. (Code Civ. Proc. § 2023.030, subd. (d).) Here, cross-defendant Cruz filed an answer to the cross-complaint. Cross-complainant Bibiano did not give notice of any request for cross-defendant Cruz's answer to the cross-complaint to be stricken. Further, even had the answer to the cross-complaint been stricken, cross-complainant would need to follow civil procedure as to securing defaults and judgment thereon.

Motion to Compel Initial Responses to Requests for Production of Documents, Set Three

Within 30 days of service of a demand for inspection, the party to whom the interrogatories are propounded shall serve the original of the response to them on the propounding party. (Code Civ. Proc., § 2031.260.) A party that fails to serve a timely response to a discovery request waives "any objection" to the request. (Code Civ. Proc., § 2031.300, subd. (a).) The propounding party may move for an order compelling a party to respond to the discovery request. (Code Civ. Proc., § 2031.300, subd. (b).)

To date, cross-complainant Bibiano has received no response to the requests for production (Set Three) propounded on cross-defendant Cruz. (Huerta Decl., ¶ 6.) Accordingly, an order compelling cross-defendant to provide initial, verified responses is warranted. (Code Civ. Proc. § 2031.300 subd. (b).) All objections are waived. (*Id.*, § 2031.300, subd. (a).)

Motion to Deem Requests for Admissions, Set Two – Nos. 14-15, as Admitted

Where a party fails to timely respond to a propounding party's request for admissions, objections are waived and the court must grant the propounding party's

[1] Defendant's requests for judicial notice are granted.

motion requesting that matters be deemed admitted, unless it finds that the party to whom the requests were directed has served, prior to the hearing on the motion, a proposed response that is substantially in compliance with Code of Civil Procedure section 2033.220. (Code Civ. Proc. § 2033.280; see also *St. Mary v. Superior Court (*2014) 223 Cal.App.4th 762, 778.) "Substantial compliance" means compliance with respect to "every reasonable objective of the statute." (*Id*. at p. 779, internal quotation marks and citation omitted.)

Cross-complainant Bibiano served his Requests for Admission, Set Two – Nos. 14-15 on cross-defendant Cruz on September 15, 2025. (Huerta Decl., ¶ 3.) To date, no responses to the propounded discovery have been received, nor any requests by cross-defendant for an extension of time to respond. (*Id*., ¶¶ 5-6.) Accordingly, the court intends to grant the motion pursuant to Code of Civil Procedure section 2033.280, subdivision (b), unless responses in substantial conformity with Code of Civil Procedure section 2033.220 are served prior to the hearing.

Monetary Sanctions

Further monetary sanctions may be granted along with terminating sanctions for misuse of the discovery process. (Code Civ. Proc., § 2023.030, subd. (a).) Monetary sanctions are mandatory for the motions to compel and deem matters admitted, unless the court finds that the party acted "with substantial justification" or other circumstances that would render sanctions "unjust." (Code Civ. Proc., §§ 2031.300, subd. (c); 2033.280, subd. (c).)

Regarding the motions to compel and deem matters admitted, the court finds no circumstances that would render the mandatory sanctions unjust. Cross-complainant was entitled to propound the discovery at issue. (Code Civ. Proc., §§ 2031.020, subd. (b); 2033.020, subd. (b).) Cross-defendant thereafter was obligated to provide timely, verified responses, or seek other timely relief. As cross-defendant Cruz did neither, cross-complainant's motions, and request for sanctions, are appropriate.

However, the amount of sanctions may be reduced as the motions are straightforward, without issue, and arising from the same set of facts. Further, cross-complainant has not needed to spend time on any anticipated opposition, reply, and hearing.

Between the three motions, cross-complainant seeks $3,841.20 in monetary sanctions: $2,367.90 in conjunction with the motion for terminating sanctions, $905.40 for the motion to compel initial responses, and $567.90 for the motion to deem admitted the requests for admission. For the two motions to compel and to deem matters admitted, the court will allow sanctions in the amount of $570.00, for two hours of attorney time billed by the junior associate, Carragan Huerta, and the filing fees for both motions. For the request accompanying the motion for terminating sanctions, the court will allow sanctions in the amount of $735.00, for three hours of attorney time billed by the junior associate, Carragan Huerta, and the filing fee for the motion. The total amount of sanctions to be imposed is $1,305.00.

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

(35)

<u>Tentative Ruling</u>

Re: ***Oliver v. Kotenkoff et al.***
Superior Court Case No. 25CECG04793

Hearing Date: April 29, 2026 (Dept. 503)

Motion: Motion to Deem Litigant Vexatious

Tentative Ruling:

To take off calendar, as no moving papers have been filed.

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: <u>JS</u> on <u>4/27/2026</u>.
(Judge's initials) (Date)