Tentative Rulings for May 21, 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.***

25CECG01774 ***Graham v. SPS Ventures, Inc.*** **(Dept. 503.)**

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

24CECG04794 ***Harout Torosian v. BMW of North America, LLC*** **is continued to Thursday, May 28, 2026, at 3:30 p.m. in Department 503.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 503

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(47)

Tentative Ruling

Re: ***Melissa Salazar v. Western Valley Meat Company***
Superior Court Case No. 25CECG05364

Hearing Date: May 21, 2026 (Dept. 503)

Motion: Defendant Western Valley Meat Company's Motion to Compel Arbitration and Stay the Proceedings

Tentative Ruling:

To grant Defendant Western Valley Meat Company's motion to compel arbitration of all of plaintiff Melissa Salazar individual claims. The Court hereby stays the entire action pending resolution of the arbitration proceeding.

Explanation:

On November 14, 2025, plaintiff Melissa Salazar, ("Salazar" or plaintiff") filed her complaint alleging 11 causes of action, on the basis that she was discriminated, harassed and retaliated against on account of her disability. Defendant Western Valley Meat Company ("Western Valley" or "defendant") filed this motion to compel arbitration on January 7, 2026, pursuant to the Federal Arbitration Act (9 U.S.C. section 1, et seq.), or under the California Arbitration Act. (Code Civ. Proc., § 1281.2, et seq.)

Legal Standard

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, in ruling on a motion to compel arbitration, the court must first determine whether the parties actually agreed to arbitrate the dispute." (*Mendez v. Mid-Wilshire Health Care Center* (2013) 220 Cal.App.4th 534, 541.)

The party moving to compel arbitration bears the burden of proving by a preponderance of the evidence the existence of an arbitration agreement. (*Fleming v. Oliphant Financial, LLC* (2023) 88 Cal.App.5th 13, 18; *Lane v. Francis Capital Management LLC* (2014) 224 Cal.App.4th 676, 683.) After the moving party establishes the existence of an arbitration agreement between the parties, then the burden shifts to the opposing party to show that the agreement is otherwise unenforceable. (*Condee v. Longwood Management Corp.* (2001) 88 Cal.App.4th 215, 219.)

Existence of an Agreement to Arbitrate

Western Valley argues that the present action is subject to arbitration. Salazar began working for Western Valley early January 2025. As part of the onboarding process with Western Valley, Salazar received the Mutual Agreement to Arbitrate Employment

Disputes (the "Agreement"), was able to review and signed indicating she had done so, and returned the Arbitration Agreement on January 6, 2025. (Edia Perez-Owens Declaration, ¶¶ 5-7.) The Agreement expressly states: "Employee may seek an attorney for advice regarding the effect of this Agreement prior to signing it." (*Id*., Ex. B, ¶9.) On January 6, 2025, Salazar executed the Agreement. (*Id.,* Ex. B.)

Because Western Valley has adequately established the existence of an Arbitration Agreement that is governed by the FAA, the burden now shifts to Salazar to establish any defenses to the enforcement of this provision. In opposition, Salazar argues that arbitration should be denied because the Agreement is both procedurally and substantively unconscionable.

Unconscionability

"[P]rocedural and substantive unconscionability 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." (*Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal.4th 83, 102.) Courts invoke a sliding scale which disregards the regularity of the procedural process of the contract formation, that creates the terms, in proportion to the greater harshness or unreasonableness of the substantive terms themselves, i.e., the more substantively oppressive the contract term, the less evidence of procedural unconscionability is required to conclude that the term is unenforceable, and vice versa. (*Id*., at pg. 114.) Plaintiff bears the burden of proving that the provision at issue is both procedurally and substantively unconscionable.

Procedural Unconscionability

"The procedural element addresses the circumstances of contract negotiation and formation, focusing on oppression or surprise due to unequal bargaining power." (*Alvarez v. Altamed Health Servs. Corp.* (2021) 60 Cal.App.5th 572 589, as modified (Mar. 4, 2021.)

"A procedural unconscionability analysis 'begins with an inquiry into whether the contract is one of adhesion.' [Citation.] An adhesive contract is standardized, generally on a preprinted form, and offered by the party with superior bargaining power 'on a take-it-or-leave-it basis.'" (*OTO, LLC v. Kho* (2019) 8 Cal.5th 111, 126 ("*OTO*").) "Arbitration contracts imposed as a condition of employment are typically adhesive[.] The pertinent question, then, is whether circumstances of the contract's formation created such oppression or surprise that closer scrutiny of its overall fairness is required." (*Ibid*.) "Oppression occurs where a contract involves lack of negotiation and meaningful choice, surprise where the allegedly unconscionable provision is hidden within a prolix printed form." (*Ibid*.)

It is not disputed by either side that the Arbitration Agreement was a condition of employment and thus minimally adhesive, typical of standardized employment contracts.

Salazar argues that the Agreement is procedurally unconscionable because: the Agreement is oppressive as the Agreement is a non-negotiable condition of

employment and that Salazar felt rushed to sign it; "surprise" exists as that Federal Arbitration Act was not attached to the Agreement (Salazar Decl., ¶7). Salazar analogizes her situation to the recent California Supreme Court decision in *Fuentes v. Empire Nissan, Inc*. (2026) 19 Cal.5th 93 ("*Fuentes*"), where the Supreme Court held "that a rushed onboarding process constitutes "significant oppression," and that relying on a "prolix printed form" filled with legal jargon and unexplained statutory references creates "an unusually high degree of surprise."" (Salazar's Opposition papers, pg. 3, lns. 21-23.)

However, *Fuentes* is wholly distinguishable from the present case. The Supreme Court found the existence "oppression" when the employee was only given about five minutes to review the entire onboarding packet before being rushed off to a mandatory drug test (*Fuentes, supra*, 19Cal.5th. at p.104), and the existence of "surprise" where that arbitration agreement was "printed in a tiny, blurry font" and "consist[ed] of a "mammoth" paragraph consisting of "something like 900 words," with 35 lines squeezed into "about three vertical inches" of text." (*Id.* at p. 104 [citations omitted].)

Salazar's circumstances are different where Salazar does not submit evidence that anyone asked her to hurry or told her she had to sign the Agreement. Salazar's declaration makes clear that she simply assumed she needed to sign the paperwork to proceed with employment. (Salazar Decl., ¶ 5.)

Furthermore, the present Agreement is three pages long in regular size font and it is divided into separate sections. (Perez-Owens Decl., Ex. B.) The Agreement's title provides notice that this is an agreement for dispute resolution stating "MUTUAL AGREEMENT TO ARBITRATE EMPLOYMENT DISPUTES." (Perez-Owens Decl. Decl., Exs. A and B.) Courts have held that the failure to attach a copy of the outside rules does not render an arbitration agreement procedurally unconscionable, especially where such rules are easily accessible on the internet. (*Boghos v. Certain Underwriters at Lloyd's of London* (2005) 36 Cal.4th 495, 505, fn. 6.)

Finally, although Salazar was not represented by an attorney, the Agreement expressly states: "Employee may seek an attorney for advice regarding the effect of this Agreement prior to signing it." (Perez-Owens Decl., Ex. B, ¶9.)

Accordingly, the Court finds a very low level of procedural unconscionability typical of enforceable employment arbitration agreements.

Substantive Unconscionability

Substantive unconscionability focuses on overly harsh or one-sided results. (*Armendariz, supra*, 24 Cal. 4th at p. 114.) Salazar argues two provisions of the Agreement are unconscionable: (1) Paragraph 1 stating the Agreement "shall not be interpreted to restrict the Parties' rights to seek provisional injunctive relief in an appropriate forum" lacks mutuality; and (2) Paragraph 3 imposes an onerous and highly technical pre-arbitration notice requirement where a plaintiff is required to send written notice the "Agent of Service of Record for the Company filed with the Secretary of State."

Mutuality

Salazar argues that the phrase "shall not be interpreted to restrict the Parties' rights to seek provisional injunctive relief in an appropriate forum" lacks mutuality because "[in the employment context, it is the employer who seeks provisional injunctive **relief for trade secret misappropriation or breach of restrictive covenants**. This provision systematically favors the employer by preserving court access for the injunctive relief Defendants are most likely to seek, while forcing Plaintiff to arbitrate her damages-based discrimination and wage claims." (Salazar's Opposition Papers, pg. 4, lns. 8-12. [Emphasis added.])

However, Salazar fails to demonstrate how the aforementioned phrase has anything to do with "trade secret misappropriation" or "restrictive covenants." All that phrase does is simply reference the parties' rights under Code of Civil Procedure section 1281.8, and allowing either party to seek provisional injunctive relief during arbitration is not unconscionable. (*Ramirez v. Charter Communications, Inc*. (2024) 16 Cal.5th 478, 499 citing *Baltazar v. Forever 21, Inc.* (2016) 62 Cal.4th 1237, 1247.)

Accordingly, this Court does not find that the phrase "shall not be interpreted to restrict the Parties' rights to seek provisional injunctive relief in an appropriate forum" to lack mutuality.

Highly Onerous and Technical Pre-Arbitration Notice Requirement

Salazar next argues that Paragraph 3 "imposes an onerous and highly technical pre-arbitration notice requirement" (Salazar's Opposition Papers, pg. 4, lns. 816-17) by requiring Salazar to send written notice of her claim to the "Agent for Service of Record for the Company filed with the Secretary of State."

Salazar contends, without evidence, that a layperson typically does not know what an Agent for Service of Process is, and does not possess the "sophistication" to navigate the California Secretary of State website. Salazar provides no evidence to support the same.

However, Western Valley adequately points out that under these circumstances, "Plaintiff had no issue serving her lawsuit on Defendant, and therefore, the contention is irrelevant." (Western Valley Reply Papers, pg. 6, lns. 7-8.)

Therefore, Salazar has not met her burden of establishing that the any provisions in the Agreement are substantively unconscionable.

Accordingly, Western Valley's motion to compel arbitration is granted, and this action is stayed pending the resolution of the arbitration. (Code of Civ. Proc., §1281.4.)

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 5/19/2026.
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***Soto v. Espinoza Brothers Food Distribution, Inc., et al.***
Superior Court Case No. 22CECG03830

Hearing Date: May 21, 2026 (Dept. 503)

Motion: by Plaintiffs for Final Approval of Class Action Settlement

Tentative Ruling:

To grant the motion for final approval of the class and PAGA settlement.

To grant the motion for attorney fees in the amount of $66,500 and litigation costs in the amount of $17,703.85. To approve the class representative service awards in the reduced amount of $5,000 to each named plaintiff.

Plaintiffs are directed to submit a proposed judgment consistent with the court's order.

To order the parties to return on May 20, 2027, at 3:30 p.m. in Department 503 to inform the court of the total amount actually paid to the class members, pursuant to Code of Civil Procedure section 384, subdivision (b), so that the judgment can be amended and the distribution of any cy pres funds can be ordered. The parties are ordered to file a declaration from the administrator as to the payout and amount of uncashed checks no later than May 10, 2027. As required by California Rules of Court, rule 3.771(b), notice of the judgment is to be given to the class. Notice may be given by an insert with the settlement check that states judgment was entered with a link to the court's website and directions to enter the case number.

Explanation:

Final Approval of Settlement

California Rules of Court, rule 3.769(g) states: "Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement." Subsection (h) states: "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment." (Emphasis added.)

The Court has vetted the fairness of the settlement through prior hearings, each with its own filings. The settlement here generally meets the standards for fairness, and the class has approved it, with no objections, or disputes and one opt-out. Ultimately only 115 of the 1,932 notices were undeliverable. The court finds that the method of

notice followed, which this court approved at the prior hearing, comports with due process and was reasonably calculated to reach the absent class members:

> "Individual notice of class proceedings is not meant to guarantee that every member entitled to individual notice receives such notice," but "it is the court's duty to ensure that the notice ordered is reasonably calculated to reach the absent class members." *Hallman v. Pa. Life Ins. Co.,* 536 F.Supp. 745, 748–49 (N.D.Ala.1982) (quotation marks and citation omitted); *see also In re Viatron Computer Sys. Corp. Litig.,* 614 F.2d 11, 13 (1st Cir.1980); *Key v. Gillette Co.,* 90 F.R.D. 606, 612 (D.Mass.1981); *cf. Lombard,* at 155. <u>*After such appropriate notice is given, if the absent class members fail to opt out of the class action, such members will be bound by the court's actions, including settlement and judgment, even though those individuals never actually receive notice.*</u> *Cooper,* 467 U.S. at 874, 104 S.Ct. 2794; 7B Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, *Federal Practice and Procedure* § 1789 (2d ed.1986).

(*Reppert v. Marvin Lumber and Cedar Co., Inc.* (1st Cir. 2004) 359 F.3d 53, 56-57 emphasis added.)

<u>Attorney's Fees and Costs</u>

The settlement provided that the parties agreed (i.e., defendant agreed not to oppose) fees calculated at up to one-third of the gross settlement amount, or $66,500. Although the court has discretion to grant attorney's fees in class actions based on a percentage of the total recovery, the trial court may also use a lodestar calculation to double check the reasonableness of the fee award. (*Laffitte v. Robert Half Intern. Inc*. (2016) 1 Cal.5th 480, 504-506.)

In the present case, counsel has submitted evidence of the hours expended during litigation by the attorneys with the Wilshire Law Firm. The declaration of John G. Yslas summarizes the total hours incurred of the timekeepers and their billing rates for a lodestar of $161,725.00. (Yslas Decl., ¶ 20.)

The assessment of the lodestar begins with determining the number of hours reasonably expended multiplied by the reasonable hourly rate. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1134.) Reasonable hourly compensation is the "hourly prevailing rate for private attorneys in the community conducting noncontingent litigation of the same type" (*Id.* at p. 1133.) The hourly rates of counsel exceed the prevailing rates for private attorneys in the community. However, after a modest reduction in billing rates the lodestar exceeds the percentage-based fee sought.

Accordingly, the motion for an award of attorney fees is granted in the amount of $66,500.

The request for actual costs of $17,703.85 is supported with evidence and is approved. The remaining $1,086.91 of the $18,790.76 reserved for costs can be returned to the common fund for the benefit of the class members.

Payment to Class Representatives

Representative plaintiffs Cruz Soto and Monica Nanelly Garcia request approval of an award of $7,500 each for their roles as representative plaintiffs and the additional time, effort, and risk accepted in performing her role. Plaintiff Garcia's declaration submitted on May 12, 2025 in support of the request for preliminary approval of the settlement attests to spending at least 45-50 hours on the case and concern about the publicly available information showing she sued her former employer potentially hurting her employability. (Garcia Prelim. Decl., ¶¶ 12-13, 17.) Plaintiff Soto similarly attests to his concern with future employability after participation in the lawsuit and having spent at least 50 hours assisting in the prosecution of the case. (Soto Prelim. Decl., ¶¶ 12, 15-16.) With this information the court indicated in ruling on the motion for preliminary approval that it anticipated reducing the incentive awards based on the disparity between the incentive awards and the average recovery.

The evidence submitted with this motion for final approval does not support awarding the requested $7,500 to each plaintiff. The declarations submitted on March 18, 2026 contradict the previous amount of hours allegedly spent assisting with the prosecution of their action and fail to identify risks to employability beyond speculation. Both plaintiffs now attests to spending only 24 hours assisting their attorneys with the case. (Soto Decl., ¶ 8; Garcia Decl., ¶ 6.)

The court recognizes the risks in paying an award of costs in the event the lawsuit was unsuccessful and the possibility of an impact to plaintiffs' future career prospects. The estimated settlement payments of $449.51 and $766.82 do not fairly represent those risks or efforts in obtaining a settlement that will yield payments to the other class members. The court intends to approve a reduced incentive award of $5,000 to each named plaintiff. The $5,000 balance will be added to the Net Settlement Fund for the benefit of the class members.

Payment to Class Administrator

Plaintiffs also request court approval of a $7,750 payment to the settlement administrator ILYM Group, Inc. for the costs of administering the settlement. (Howard Suppl. Decl., ¶ 14.) The administrative cost payment appears to be reasonable given the amount of work to be performed in sending out class notices, tracking down missing class members, handling questions from class members and parties, and sending out payments to class members, as well as providing declarations in support of the motions for class settlement approval. Therefore, plaintiffs have shown that the payment of $7,750 to the class administrator is reasonable and should be approved.

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 5/19/2026.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Umpqua Bank v. Sran Family Orchards, Inc.***
Superior Court Case No. 25CECG00844

Hearing Date: May 21, 2026 (Dept. 503)

Motion: 1) Order to Show Cause re Contempt
2) Motion to Stay

Tentative Ruling:

To grant and set the order to show cause hearing on Friday, July 22, 2026 at 1:30 p.m. in Department 503. Counsel for plaintiff shall submit to the court for signature a revised order to show cause as discussed below.

To take the motion to stay off calendar as no papers were filed.

Explanation:

When contempt is not committed in the immediate view and presence of the court, the facts constituting the contempt shall be presented to the court in an affidavit. (Code Civ. Proc., § 1211, subd., (a).) After notice to the opposing party's lawyer, the court (if satisfied with the sufficiency of the affidavit) must sign an order to show cause re contempt in which the date and time for a hearing are set forth. (Code Civ. Proc., § 1212; *Arthur v. Superior Court* (1965) 62 Cal.2d 404, 408 ["an order to show cause must be issued"].) Indirect contempt (based on conduct outside the presence of the court) requires a showing of the following elements: (1) issuance of a valid order; (2) knowledge of the order; (3) ability to comply with the order; and (4) willful disobedience of the order. (*Conn. v. Superior Court* (196 Cal.App.3d 774, 784.)

Here, the papers and declarations filed by plaintiff make a prima facie showing that defendants violated the Temporary Restraining Order issued April 30, 2025 and the Preliminary Injunction issued June 6, 2025. (*Crawford v. Workers' Comp. Appeals Bd*. (1989) 213 Cal.App.3d 156, 169.) All of the elements of indirect contempt appear to be satisfied, an order to show cause shall issue.

Plaintiff submitted the proposed order to show cause as an attachment to the notice for the instant application. Plaintiff is to submit the proposed order in a separate document. Additionally, the order to show cause shall be revised to include a deadline for service. The court will consider any stipulated service and briefing schedule. If the parties do not stipulate to a specified service and briefing schedule, the court will provide such dates.

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 5/19/2026.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Gonzales v. City of Fresno***
Superior Court Case No. 23CECG05172

Hearing Date: May 21, 2026 (Dept. 503)

Motion: Defendants' Demurrer to the Third Amended Complaint

Tentative Ruling:

To sustain defendants' demurrer as to the second cause of action, with leave to amend. To sustain defendants' demurrer as to the first and third causes of action, without leave to amend. Plaintiff is granted 10 days' leave to file the Fourth Amended Complaint, which will run from service by the clerk of the minute order. New allegations/language must be set in **boldface** type.

Explanation:

The function of a demurrer is to test the sufficiency of a pleading by raising questions of law. (*Plumlee v. Poag* (1984) 150 Cal.App.3d 541, 545.) The test is whether a plaintiff has succeeded in stating a cause of action; the court does not concern itself with the issue of a plaintiff's possible difficulty or inability in proving the allegations of the complaint. (*Highlanders, Inc. v. Olsan* (1978) 77 Cal.App.3d 690, 697.) In assessing the sufficiency of the complaint against the demurrer, we treat the demurrer as admitting all material facts properly pleaded, bearing in mind the appellate courts' well established policy of liberality in reviewing a demurrer sustained without leave to amend, liberally construing the allegations with a view to attaining substantial justice among the parties. (*Glaire v. LaLanne-Paris Health Spa, Inc*. (1974) 12 Cal.3d 915, 918.)

Government Claim

Failure to present a timely government tort claim acts as a bar from a lawsuit against a government entity. (*Gong v. City of Rosemead* (2014) 226 Cal.App.4th 363, 374.) Where a claim is deficient, the doctrine of substantial compliance may act to validate the claim. (*Connelly v. County of Fresno* (2006) 146 Cal.App.4th 29, 28.) Substantial compliance meets the purpose of the claims statute of giving the entity "timely notice of the nature of the claim" in order to investigate and potentially settle claims. (*Ibid*.) The test is whether the claim disclosed "sufficient information to enable the public entity to make an adequate investigation of the claim's merits and settle it without the expense of litigation." (*Ibid*.)

In *Nelson v. County of Los Angeles* (2003) 113 Cal.App.4th 783, 797-798, the appellate court considered whether there was substantial compliance where the lawsuit alleged survival and wrongful death claims, but the government claim focused on the wrongful death. There, the court noted that the estate did not file a claim and there was nothing in the claim suggesting it was filed in anything but the plaintiff's individual capacity. (*Id*. at p. 797.) The appellate court found the survivorship claims were properly

resolved. (*Ibid*.) Where more than one person "suffer[s] separate and distinct injuries from the same act or omission, each person must submit a claim, and one cannot rely on a claim presented by another." (*Id*. at p. 796.)

Here, on further review, the court notes that the amended claim only lists Megan Gonzales, as Guardian Ad Litem, for Victor Cardenas III, decedent's son. Thus, there was no claim brought on behalf of the estate of Victor Cardenas II, the decedent. As such, the survival claim is subject to demurrer. The court sustains the demurrer to the third cause of action, without leave to amend.

Uncertainty

A party may object by demurrer to any pleading on the ground that it is uncertain. (Code Civ. Proc., § 430.10, subd. (f).) As used in this subdivision, 'uncertain' includes ambiguous and unintelligible." Demurrers for uncertainty are disfavored. (*Khoury v. Maly's of California, Inc*. (1993) 14 Cal.App.4th 612, 616.) A demurrer for uncertainty may be sustained when the complaint is drafted in a manner that is so vague or uncertain that the defendant cannot reasonably respond, e.g., the defendant cannot determine what issues must be admitted or denied, or what causes of action are directed against the defendant. (*Ibid*.) Demurrers for uncertainty are appropriately overruled where "ambiguities can reasonably be clarified under modern rules of discovery." (*Ibid*.)

First Cause of Action

Here, the intended plaintiff is uncertain for the motor vehicle cause of action. Plaintiff is named "Megan Gonzales GAL for Victor Cardenas, III" on the form attachment. Plaintiff is named as "Megan Gonzales GAL for Victor Cardenas, III, a minor and as a successor in interest to Decedent Victor Cardenas" on the first page of the complaint. To the extent that the motor vehicle cause of action is raised in connection with the decedent's potential survivor claim, as noted above, demurrer is sustained without leave to amend. To the extent that the motor vehicle cause of action is raised on behalf of the minor, it is apparent throughout the Third Amended Complaint that the minor was not involved in the motor vehicle accident. As the first cause of action is either subject to demurrer without leave to amend or attempts to assert an injury which, on the face of the pleadings, did not occur, the court sustains the demurrer as to the first cause of action, without leave to amend.

Second Cause of Action

The second cause of action attachment is for general negligence. Plaintiff clarifies in this attachment that it is made pursuant to Code of Civil Procedure section 377.60 and Government Code section 815.2. Code of Civil Procedure section 377.60 is meant for individuals to bring for an alleged wrongful death and may be brought, as it is here, by a child of the decedent. Plaintiff does also refer to Code of Civil Procedure section 377.30. Code of Civil Procedure section 377.30 is intended as a decedent's cause of action for a survival claim.

A demurrer is appropriately sustained where two distinct causes of action are not separately stated. (*Campbell v. Rayburn* (1954) 129 Cal.App.2d 232, 235.) Survival actions

and wrongful death claims are two distinct causes of action. (*Quiroz v. Seventh Ave. Center* (2006) 140 Cal.App.4th 1256, 1264.) The court sustains the demurrer as to the second cause of action, with leave to amend, such that only a wrongful death claim is alleged.

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 5/19/2026.
(Judge's initials) (Date)