

Tentative Rulings for May 27, 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.*

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

25CECG02335 *Alyssa Herrera v. ASFC LLC* is continued to Thursday, May 28, 2026, at 3:30 p.m. in Department 502.

25CECG03075 *John Springer v. American Honda Motor Co., Inc.* is continued to Tuesday, July 7, 2026, at 3:30 p.m. in Department 501.

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Tentative Ruling

Re: ***Mann vs. Jaguar Land Rover North America, LLC, et al.***
Superior Court Case No. 25CECG05145

Hearing Date: May 27, 2026 (Dept. 502)

Motion:

Tentative Ruling:

To deny. (Code Civ. Proc. § 1281.2)

Explanation:

Plaintiffs Jasneet and Harjit Mann filed the present action regarding the purchase of a 2023 Land Rover Range Rover, which plaintiffs allege came with manufacturer warranties. Problems with the vehicle ensued which form the basis of the instant complaint for damages. Plaintiffs brought four causes of action against defendants Jaguar Land Rover North America, LLC ("JLRNA"), and Haron Motor Sales, Inc., for breach of express warranties afforded through the Song-Beverly Act; breach of implied warranties afforded through the Song-Beverly Act, violation of section 1793.2 of the Civil Code, and negligent repair.

Defendant JLRNA moves to compel arbitration pursuant to plaintiffs' purported agreement to do so in the Owner's Handbook, which purportedly was placed in the vehicle's glovebox.

In moving to compel arbitration, defendant 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.) Unless there is a dispute over authenticity, the mere recitation of the terms is sufficient for a party to move to compel arbitration. (*Sprunk v. Prisma LLC* (2017) 14 Cal.App.5th 785, 793.)

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 Ca1.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.)

Defendant submits that there is an arbitration provision housed in the Owner's Manual, which was purportedly found in the vehicle's glovebox. A copy of a document titled "Owner's Handbook and Warranty Information" is attached as Exhibit A to the

declaration of James Mayo, counsel for defendant. Plaintiff objects for a lack of foundation. The objection is sustained. Nothing in counsel's declaration provides foundation to tie Exhibit A to the plaintiffs.

Defendant fails to lay sufficient foundation to establish that the Owner's Manual attached to the declaration was actually received by plaintiffs, is the document that covers this subject vehicle, or is the warranty from which plaintiffs' claims arise. On reply, defendant suggests that authentication is not necessary. (*Condee v. Longwood Management Corp.* (2001) 88 Cal.App.4th 215, 218.) However, the issue here is not the authenticity of a signature (*Id.* at pp. 217-219.) There is no signature. The challenge here is whether this owner's manual is one that plaintiff received. Nothing in the declaration of James Mayo establishes the conclusion that the terms upon which defendant relies to compel arbitration, as submitted, were ones given to, and accepted by, plaintiffs. Accordingly, the unsupported claim that the Owner's Manual was placed in the subject vehicle's glovebox is insufficient to show the existence of a valid arbitration agreement between the parties.

Even had the document been admissible, nothing in the Owner's Manual suggests that a contract was created, even if it had been placed in the glovebox. Essential elements of contract formation are that the parties capable of contracting, and their consent. (Civ. Code, § 1550.) Generally speaking, one must be a party to an arbitration agreement to be bound by it or invoke it. (*Westra v. Marcus & Millichap Real Estate Investment Brokerage Co., Inc.* (2005) 129 Cal.App.4th 759, 763.) Strong public policy in favor of arbitration does not extend to those who are not parties to an arbitration agreement, and a party cannot be compelled to arbitrate a dispute that he has not agreed to resolve by arbitration. (*Buckner v. Tamarin* (2002) 98 Cal.App.4th 140, 142.)

Terms of a contract are ordinarily to be determined by an external, not an internal standard; the outward manifestation or expression of assent is the controlling factor. (*Norcia v. Samsung Telecommunications America, LLC* (9th Cir. 2017) 845 F.3d 1279, 1284.) Where an offeree does not know that a proposal has been made to him, this objective standard does not apply. (*Id.* at p. 1285, citing *Windsor Mills, Inc. v. Collins & Aikman Corp.* (1972) 25 Cal.App.3d 987, 993.) An offeree, regardless of apparent manifestation of his consent, is not bound by inconspicuous contractual provisions of which he was unaware, contained in a document whose contractual nature is not obvious. (*Ibid.*) This principle of knowing consent applies with particular force to provisions for arbitration; if a party wishes to bind in writing another to an agreement to arbitrate future disputes, such purpose should be accomplished in a way that each party to the arrangement will fully and clearly comprehend that the agreement to arbitrate exists and binds the parties thereto. (*Id.* at pp. 993-994.)

Plaintiffs state in their declarations that they had no notice from either the dealership or JLRNA that there was any agreement to arbitrate in the Manual, and that their failure to opt out constituted an agreement. They only became aware of the arbitration provision through JLRNA's motion to compel arbitration. (Mann Decls., ¶¶ 4, 5.) Aside from the failure of JLRNA to present any evidence that the arbitration agreement was actually found in the subject vehicle when it was purchased by plaintiffs, JLRNA submits no authority providing that quietly placing an arbitration agreement somewhere in a vehicle, unbeknownst to the buyer, is effective to form a contract.

