Tentative Rulings for June 10, 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)

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.

25CECG04177 ***Timothy Blevens v. Cheryl Medrano*** **is continued to Thursday, June 11, 2026, at 3:30 p.m. in Department 501.**

21CECG03258 ***Wallace v. McCubbin*** **is continued to Thursday, June 11, 2026, at 3:30 p.m. in Department 503.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 501

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(47)

Tentative Ruling

Re: ***Kristi Ford v. Lyons Magnus, LLC***
Superior Court Case No. 24CECG05507

Hearing Date: June 10, 2026 (Dept. 501)

Motion: Defendants, Lyons Magnus, LLC's and Kris Porter's Motion to Compel Plaintiff Kristi Ford's In-Person Attendance

If oral argument is timely requested, it will be entertained on Wednesday, June 17, 2026, at 3:30 p.m. in Department 403.

Tentative Ruling:

The motion is granted. Plaintiff Kristi Ford is ordered to be available for deposition as noticed within 30 days.

Defendants, Lyons Magnus, LLC's and Kris Porter's request for sanctions is denied.

Explanation:

Defendants Lyons Magnus, LLC ("Lyons") and Kris Porter ("Porter") (collectively "defendants") move to compel plaintiff Kristi Ford's ("Ford" or "plaintiff") in-person deposition attendance.

On November 12, 2025, defendants' served a Notice of Deposition to take Ford's deposition on December 22, 2025. (Woodward Decl., ¶3.) On November 27, 2025, Ford's counsel provided a doctor's note purporting to support Ford's position that she is not able to sit for an in-person deposition. (Woodward Decl., ¶4.) On December 2, 2025, counsel for defendants and Ford conferred regarding the substance of the contents of the doctor's note, and Ford maintained her position that she has a mental condition preventing her from sitting for an in-person deposition. (Woodward Decl., ¶5.) On December 3, 2025, defendants requested a Pretrial Discovery Conference the result of which was an Order granting permission for Defendants to proceed with this motion. (Woodward Decl., ¶6.) On January 14, 2026, Ford, through counsel, confirmed she is still not willing to sit for an in person deposition absent court order. (Woodward Decl., ¶7.)

Code of Civil Procedure, section 2025.420 provides in pertinent part:

> (a) Before, during, or after a deposition, any party, any deponent, or any other affected natural person or organization may promptly move for a protective order. The motion shall be accompanied by a meet and confer declaration under Section 2016.040.
>
> (b) The court, for good cause shown, may make any order that justice requires to protect any party, deponent, or other

> natural person or organization from unwarranted annoyance, embarrassment, or oppression, or undue burden and expense. This protective order may include, but is not limited to, one or more of the following directions:
>
> …
>
> (5) That the deposition be taken only on certain specified terms and conditions.
>
> Code of Civil Procedure section 2025.310, subdivision (b) states:
>
> "Subject to Section 2025.420 [protective orders], any party or attorney of record may, but is not required to, be physically present at the deposition at the location of the deponent. If a party or attorney of record elects to be physically present at the location of the deponent, all physically present participants in the deposition shall comply with local health and safety ordinances, rules, and orders."

Ford objects to defendants' motion and in her opposition requests a protective order requesting a remote deposition in "order to prevent Plaintiff from being subjected to any further stress and anxiety, undue burden and expense, or unwarranted annoyance, embarrassment, or oppression." (Ford's Opposition, pg. 7:12-13.)

Ford provides a doctor's note from Dr. Gursharanjit Kaur, MD, which states in pertinent parts that "[Plaintiff] reports significant stress and anxiety related to work, history of domestic violence, and upcoming deposition." (Kreiman Decl., Ex. A.) The note shows that assessments were completed for anxiety disorder and major depressive disorder, among other assessments, and that the doctor is planning referrals "to psychology for therapy" and "to psychiatry for medication evaluation." (*Ibid*.) The note also includes a depression screening for which the note states Ford responded "Not at all" to questions about having "little interest or pleasure in doing things" and "feeling down, depressed or hopeless." (*Ibid*.) The note does not show a "diagnosis" of anxiety disorder. (*Ibid*.)

While the Court understands Ford's concerns and discomfort in attending a deposition, defendants have the right to an in-person deposition with Ford. Ford initiated this action against defendants. Defendants are afforded the right under the California Code of Civil Procedure to take an in-person deposition.

Accordingly, the motion is granted. Ford is ordered to be available for deposition as noticed within 30 days.

Defendants further request sanctions pursuant to Code of Civil Procedure section 2025,450, subdivision (g)(1), which states:

> If a motion under subdivision (a) is granted, the court shall impose a monetary sanction under Chapter 7 (commencing with Section 2023.010) in favor of the party who noticed the

> deposition and against the deponent or the party with whom the deponent is affiliated, **unless the court finds that the one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust.**

(Emphasis added.)

Under these circumstances, the Court does not believe sanctions are warranted. Ford did not refuse to be deposed, and did not intentionally make herself entirely unavailable for deposition. Ford proposed a legislatively authorized alternative to the in-person aspect of the deposition.

Accordingly, defendants' request for sanctions is denied.

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: SMC on 6/9/2026 .
(Judge's initials) (Date)

(29)

Tentative Ruling

Re: ***Regions Bank v. M & D Brothers Logistics, Inc.***
Superior Court Case No. 24CECG03707

Hearing Date: June 10, 2026 (Dept. 403)

Motion: Motion to withdraw

If oral argument is timely requested, it will be entertained on Wednesday, June 17, 2026, at 3:30 p.m. in Department 403.

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: SMC on 6/9/2026 .
(Judge's initials) (Date)

(48)

Tentative Ruling

Re: ***Rosemarie Lopez Perez v. J D Home Rentals***
Superior Court Case No. 25CECG05598

Hearing Date: June 10, 2026 (Dept. 501)

Motion: By Defendant to Strike the Complaint

If oral argument is timely requested, it will be entertained on Wednesday, June 17, 2026, at 3:30 p.m. in Department 403.

Tentative Ruling:

To find JDB Properties, Inc.'s motion to strike the Complaint moot and take off calendar. (Code Civ. Proc., §436.)

Explanation:

A party may amend their pleading without leave of court in response to a motion to strike if the motion has not been heard and served no later than the date for filing an opposition to the motion to strike, unless otherwise stipulated. (Code Civ. Proc., § 472, subd. (a).) The right to file an amended pleading during this time includes the right to file an amended complaint to add new parties. (*Dickinson v. Cosby* (2017) 17 Cal.App.5th 655, 676.) Because there is but one complaint in a civil action, the filing of an amended complaint moots a motion directed to a prior complaint. (*JKC3H8 v. Colton* (2013) 221 Cal.App.4th 468, 477.)

The sole issue of defendant JDB Properties, Inc.'s ("Defendant") motion to strike the Complaint was that plaintiff Rosemarie R. Lopez Perez ("Plaintiff") failed to name JDB Properties, Inc. as a party, and instead named JD Home Rentals, Inc. as the sole defendant. Plaintiff has since filed a First Amended Complaint naming JDB Properties Inc. as the sole defendant. Plaintiff's First Amended Complaint was filed and served timely under Code of Civil Procedure section 472, subdivision (a). Accordingly, Defendant's motion is rendered moot, therefore, the hearing is taken off calendar.

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: SMC on 6/9/2026 .
(Judge's initials) (Date)

(41)

Tentative Ruling

Re: ***JJD Management Associates v. Barry Halajian***
Superior Court Case No. 24CECG05480

Hearing Date: June 10, 2026 (Dept. 501)

Motion: By Plaintiff for Summary Judgment

If oral argument is timely requested, it will be entertained on Wednesday, June 17, 2026, at 3:30 p.m. in Department 403.

Tentative Ruling:

To grant plaintiff's motion for summary judgment. Plaintiff is directed to submit to this court, within 10 days of service of the minute order, a proposed judgment consistent with the court's summary judgment order.

Explanation:

Plaintiff, Plaintiff JJD Management Associates, a partnership (Plaintiff), moves for summary judgment against defendant, Barry Halajian, individually and doing business as Industrial Electric Company (Defendant). Plaintiff owns the real property located at 4450 North Brawley, Suite 101-A, Fresno, California 93733 (Premises). (Fact No. 1.) The leased property consists of industrial office space. (*Ibid*.) On December 14, 2022, Plaintiff and Defendant entered into a written Standard Industrial/Commercial Multi-Tenant Lease-Net (Lease), which specified the base rent and common area expenses Defendant agreed to pay. (Fact Nos. 2, 3, 4.) The Lease misnames Plaintiff (the lessor) as "JJD Management Association," rather than Plaintiff's true name, JJD Management Associates. After Defendant breached the terms of the Lease, Plaintiff filed an unlawful detainer action (in its correct name), which Plaintiff and Defendant settled by written stipulation. (Fact Nos. 5, 6, 7, 8.)

On December 17, 2025, Plaintiff (misnamed as JJD Management Association) filed its form complaint for breach of contract and common counts to recover damages arising after Plaintiff regained possession of the Premises. Defendant answered the original complaint, then Plaintiff moved to amend it to correct the misnomer in the pleadings regarding Plaintiff's name, explaining that Plaintiff should have been listed as "JJD Management Associates" not "JJD Management Association." After this court granted Plaintiff's motion, Plaintiff filed the operative pleading, its first amended complaint (FAC) on July 16, 2025, to correct Plaintiff's name. On March 11, 2026, Plaintiff dismissed the Doe defendants and its second cause of action for common counts. Plaintiff moves for summary judgment on the FAC's sole cause of action for breach of contract.

Plaintiff Satisfies Its Initial Burden

Code of Civil Procedure section 437c provides that summary judgment "shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." (Code Civ. Proc., § 437c, subd. (c).) A plaintiff may move for summary judgment when the plaintiff contends there is no defense to the cause of action. (Code Civ. Proc., § 437c, subd. (a).) A plaintiff meets the burden of showing there is no defense by proving each element of the cause of action. (Code Civ. Proc., § 437c, subd. (p)(1).) A plaintiff moving for summary judgment is not required to disprove any defense asserted by the defendant in addition to proving each element of the plaintiff's own cause of action. (*Aguilar v. Atlantic Richfield Co*. (2001) 25 Cal.4th 826, 853.) If the plaintiff meets the plaintiff's burden, the burden shifts to the defendant to show the existence of a triable issue of material fact. (*Ibid.*) The trial court must "carefully scrutinize the moving party's papers and resolve all doubts regarding the existence of material, triable issues of fact in favor of the party opposing the motion." (*Connelly v. County of Fresno* (2006) 146 Cal.App.4th 29, 36.)

Breach of Contract

"[T]he elements of a cause of action for breach of contract are (1) the existence of the contract, (2) plaintiff's performance or excuse for nonperformance, (3) defendant's breach, and (4) the resulting damages to the plaintiff." (*Oasis West Realty, LLC v. Goldman* (2011) 51 Cal.4th 811, 821; *Richman v. Hartley* (2014) 224 Cal.App.4th 1182, 1186 ["To prevail on a cause of action for breach of contract, the plaintiff must prove (1) the contract, (2) the plaintiff's performance of the contract or excuse for nonperformance, (3) the defendant's breach, and (4) the resulting damage to the plaintiff."])

Plaintiff provides evidence of 16 undisputed facts to show it is entitled to judgment on its sole cause of action for breach of contract. Plaintiff establishes that after Defendant's default, he owes a principal balance of $156,481.54 for unpaid rent under the Lease's terms, because Plaintiff's reasonable efforts to secure a new tenant failed, and Defendant refuses to pay this amount. (Fact Nos. 10, 11, 12, 13.) Under the Lease, Plaintiff is also entitled to prejudgment interest at the legal rate of 10 percent per annum, from August 1, 2024, to the hearing date, which totals $29,065.86. (Fact No. 14.) Principal plus accrued interest equals $185,547.40. (Fact No. 15.)

Plaintiff's undisputed facts demonstrate Plaintiff has satisfied its burden to establish each element of the cause of action for breach of contract: (1) Plaintiff and Defendant entered into the Lease (Fact No. 2); (2) Plaintiff performed its obligations (*Ibid.*); (3) Defendant failed to pay the rent due under the Lease (Fact Nos. 11, 12); and (4) Plaintiff suffered damages in the total sum of $185,547.40 (Fact Nos. 12, 13, 14, 15). In addition, Plaintiff is entitled to recover costs of suit to be established by filing an appropriate Memorandum of Costs and attorney fees to be established by filing a separate motion. (Fact Nos. 11, 16.) The burden then shifts to Defendant to raise a triable issue of material fact.

Defendant Fails to Raise a Triable Issue of Material Fact

A party opposing summary judgment must present admissible evidence, including '"declarations, admissions, answers to interrogatories, depositions, and matters of which

judicial notice"' must or may 'be taken."' (*Aguilar, supra,* 25 Cal.4th at p. 843, quoting Code Civ. Proc., § 437c, subd. (b).) Code of Civil Procedure section 437c, subdivision (p)(1) sets forth a defendant's burden after a plaintiff meets the initial burden to prove each element of a cause of action:

> Once the plaintiff . . . has met that burden, the burden shifts to the defendant . . . to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto. The defendant . . . shall not rely upon the allegations or denials of its pleadings to show that a triable issue of material fact exists but, instead, shall set forth the specific facts showing that a triable issue of material fact exists as to the cause of action or a defense thereto.

In paragraph 21 of his so-called "separate statement," Defendant attempts to identify the following triable issues of material fact:

> [W]ho is the actual lessor identified on the muddy copy of the lease. Why is the Plaintiff claiming to be the Lessor when the Defendants [sic] copy of the lease contains a different entity identity identified as the lessor. One entity, the Plaintiff is JJD Management Associates, the other one, the actual lessor JJD Management Association. The Defendant noticed the difference. The Plaintiff is glossing over the difference. [S]light of hand tricks cannot overcome the evidence code, especially California Evidence Code § 1271.

The court agrees with Plaintiff's assessment that Defendant fails to submit a proper response to Plaintiff's separate statement of undisputed material facts, because Defendant fails to respond to each fact listed by Plaintiff in the two-column format required by California Rules of Court, rule 3.1350. "Failure to comply with this requirement of a separate statement may constitute a sufficient ground, in the court's discretion, for granting the motion." (Code Civ. Proc., § 437c, subd. (b)(3).)

Where, as here, the court has determined that Plaintiff satisfies its initial burden of production to establish each required element, the court may determine that the opposing party's failure to file a properly-formatted separate statement is grounds to grant the motion for summary judgment. (*Kojababian v. Genuine Home Loans, Inc.* (2009) 174 Cal.App.4th 408, 412; *Champlin/GEI Wind Holdings, LLC v. Avery* (2023) 92 Cal.App.5th 218, 226-227 [where moving party met initial burden on summary judgment, opposing party's "failure to file a timely opposition, including a separate statement, was sufficient grounds to grant summary judgment. His failure to submit any evidence showing a triable issue of fact was also sufficient grounds to grant the motion."].) The court exercises its discretion and finds Defendant's failure to file a separate statement in the required format is a sufficient ground to grant summary judgment. Defendant's failure to submit any evidence showing a triable issue of material fact is also a sufficient ground to grant Plaintiff's motion.

Not only does Defendant fail to follow the procedural requirements to oppose Plaintiff's motion, but Defendant submits no evidence to dispute the validity of the Lease (Fact No. 2) or the Stipulation for Entry of Judgment (Stipulation; Fact No. 8). Instead,

Defendant argues, without evidentiary support, that a defect in Plaintiff's name, an alleged accord and satisfaction, a utility offset, and complaints about the Premises raise a triable issue of material fact.

For example, Defendant makes the following argument that he reached an accord and satisfaction with Plaintiff:

> The verbal offer of performance is memorialized by the Three-Day-Notice, see Exhibit One attached and incorporated by reference, which provides direct and irrefutable evidence of an acceptance of a partial payment of the monthly lease payment in an acceptance of the offer of performance and an acceptance of the terms and conditions of the partial payment, which is an accord and satisfaction under California Commercial Code § 3603. As a result, I deny all of the allegations of the Plaintiff, since the acceptance of the offer of performance is a modification of the written lease agreement, which is documented by the Three-Day-Notice discussed above, which demonstrates that over a five-month period of time the Plaintiff accepted a partial payment, and was expecting $ 27,951.74, as the balance due.

(Opp., p. 6:7-16.)

On its face, Defendant's argument of an accord and satisfaction has no evidentiary support because the notice upon which Defendant relies expressly states the Lessor is waiving no rights under the Lease:

> Notwithstanding anything to the contrary contained herein, *this Notice shall not constitute a waiver of any rights which your Landlord has as to the collection of rents and damages* which would otherwise be owing from you under the terms of your agreement through the end of the agreement term. *In addition to the remedies available under California law, your Landlord may relet the Premises in order to mitigate its own damages* and such sums received by your Landlord may constitute credits on your account.

(Def.'s opp., ex. 1, italics added.) Furthermore, Defendant fails to establish the requirements for an accord and satisfaction. (*Thompson v. Williams* (1989) 211 Cal.App.3d 566, 571 [defendant must establish: (1) a "bona fide dispute," (2) the debtor made it clear acceptance of tender was subject to condition to be in full satisfaction of the creditor's unliquidated claim, and (3) creditor clearly understood debtor intended remittance to constitute payment in full].)

Defendant's arguments about a utility offset and complaints about the suitability of the Premises are barred by the Lease's express as-as, inspection, and non-reliance provisions. (Fact No. 2 [Lease, § 2.2 (Lessor shall deliver Premises in absolute "AS-IS, WHERE-IS" condition, Lessor not responsible to make any repairs), p. JJD00008].) Furthermore, Defendant fails to produce competent evidence supporting a utility offset or the suitability of the Premises.

Finally, Defendant's contention that Plaintiff is not a party to the Lease and lacks standing to enforce the Lease fails. Defendant contends Plaintiff lacks standing to sue because it is a stranger to the transaction. Defendant relies primarily on *Saterbak v. JPMorgan Chase Bank, N.A.* (2016) 245 Cal.App.4th 808 (*Saterbak*), quoting the following excerpt:

> (1) "Standing is a threshold issue, because without it no justiciable controversy exists." [Citation.] "Standing goes to the existence of a cause of action." [Citation.] Pursuant to Code of Civil Procedure section 367, "[e]very action must be prosecuted in the name of the real party in interest, except as otherwise provided by statute."
>
> (2) Saterbak contends the 2007–AR7 trust bears the burden of proving the assignment in question was valid. This is incorrect. As the party seeking to cancel the assignment through this action, Saterbak "must be able to demonstrate that ... she has some such beneficial interest that is concrete and actual, and not conjectural or hypothetical." [Citation.]

(Opp., p. 8:10-20, bold omitted, paragraph numbering added by Defendant, quoting *Saterbak, supra,* 245 Cal.App.4th at pp. 813–814.)

The plaintiff in *Saterbak* sought to challenge a nonjudicial foreclosure. *Saterbak* held the plaintiff in such a case has the burden to establish standing by alleging facts to show she had an actual and concrete beneficial interest in the assignment she sought to cancel. (*Ibid*.) The California Supreme Court has acknowledged that questions of standing are not "jurisdictional" in the sense that they often are in federal courts. (*Yvanova v. New Century Mortg. Corp.* (2016) 62 Cal.4th 919, 936, fn. 11.)

Plaintiff here counters that "[f]or purposes of standing, the issue is not merely the name used in the pleading or contract, but whether the plaintiff possesses the substantive right sued upon." (Rpy., p. 5:11-12, citing *The Rossdale Group, LLC v. Walton* (2017) 12 Cal.App.5th 936, 945–946 (*Rossdale*).) In *Rossdale*, the court explained the general rule that every action must be prosecuted in the name of the real party in interest as follows:

> [Code of Civil Procedure section 367] . . . merely provides the general rule that every action must be prosecuted in the name of the real party in interest. (Code Civ. Proc., § 367.) In fact, [the defendant] was pursuing what is called a plea in abatement. "At common law a number of special pleas in abatement, also called 'dilatory pleas,' were made preliminarily as separate pleadings prior to both the demurrer and pleas in bar. A plea in abatement did not challenge the plaintiff's claim on the merits but merely objected to the particular proceeding to enforce it. The code system abolished the separate pleading but allowed the same kind of objections to be raised by demurrer or answer." [Citation.] As our Supreme Court has stated, "a plea of lack of capacity of a corporation to maintain an action by reason of a suspension of corporate powers ... 'is a plea in abatement which is not favored in law, is to be strictly construed and must be supported by facts warranting the abatement' at the time of the plea. [Citations]."

> (*Traub Co. v. Coffee Break Service, Inc*. (1967) 66 Cal.2d 368, 370.) [¶] "[A] plea in abatement such as lack of capacity to sue '*must be raised by defendant at the earliest opportunity or it is waived*.... The proper time to raise a plea in abatement is in the original answer or by demurrer at the time of the answer.' " [Citation.]

(*Rossdale, supra,* 12 Cal.App.5th at pp. 942–943, italics added [noting at p. 940 that use of a fictitious business name does not create a separate legal entity].) The *Rossdale* court also explained the difference between capacity to sue and standing to sue as follows:

> Whatever the exact contours of the concept of standing as it is used in California, the fact that a corporate entity's status has been suspended does not implicate it. Defects or errors in relation to parties do not affect subject matter jurisdiction. There is a difference between the *capacity* to sue, which is the right to come into court, and the *standing* to sue, which is the right to relief in court. A plaintiff lacks standing to sue if, for example, it is not a real party in interest. Incapacity, on the other hand, is merely a legal disability, such as minority or incompetency, that can be cured during the pendency of the litigation. Suspension of corporate powers results in a lack of *capacity* to sue, not a lack of *standing* to sue. Any claim, therefore, that [the plaintiff's] dissolved status prohibited further prosecution of its lawsuit does not raise matters of jurisdiction or standing.

(*Id.* at pp. 944–945, italics original, internal quotation marks and citations omitted.)

Unlike the Plaintiff in *Saterbak*, who was a stranger to the challenged instrument, here Plaintiff has acknowledged and corrected the misnomer of its name by amending the original complaint after this court granted leave to amend. Nevertheless, Defendant continues to assert "Plaintiff lacks standing as a stranger to the transaction." (Opp., p. 8:5-6.) Defendant ignores not only Plaintiff's evidence, but also the terms of the Stipulation, which Defendant executed on June 25, 2024. (Fact No. 8; Pltf.'s evid., ex.1(B).) Defendant has acknowledged Plaintiff as the Lessor by entering into the Stipulation with Plaintiff, using Plaintiff's correct name. (*Ibid*.) Under the Stipulation, Defendant agreed to pay the past-due rent through July 31, 2024, plus attorney fees and costs. Defendant also agreed that forfeiture of the Lease was awarded to Plaintiff (not JJD Management Association). (*Ibid*.) Defendant presents no admissible evidence to dispute Plaintiff's showing that Plaintiff and the Lessor are one and the same.

Conclusion

In conclusion, the court finds Plaintiff has satisfied its initial burden to establish each element of the cause of action for breach of contract and it is entitled to judgment in favor of Plaintiff and against Defendant, in the total sum of $185,547.40. In addition, Plaintiff is entitled to recover costs of suit to be established by filing an appropriate Memorandum of Costs and attorney fees to be established by filing a separate motion. The burden then shifts to Defendant to raise a triable issue of material fact. Defendant fails to meet his burden. Therefore, the court grants Plaintiff's motion for summary judgment and directs Plaintiff to prepare a proposed judgment consistent with the court's summary judgment order.

Evidentiary Objections

The court declines to rule on the parties' evidentiary objections because the objections either go to the weight of the evidence rather than the admissibility, or are not dispositive to the motion, therefore, the court need not rule on them. (Code Civ. Proc., § 437c, subd. (q) [court need rule only on objections court deems material to its disposition].) Furthermore, Defendant fails to submit his objections in the proper format required by Rule of Court 3.1354 (filed separately, numbered consecutively, quoting the objectionable material, and clearly stating the grounds for objections).

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: SMC on 6/9/2026 .
(Judge's initials) (Date)

(49)

Tentative Ruling

Re: ***Highey v. Promesa Apartments***
Superior Court Case No. 25CECG05700

Hearing Date: June 10, 2026 (Dept. 501)

Motion: By Defendant Promesa Apartments on Demurrer to the Complaint

If oral argument is timely requested, it will be entertained on Wednesday, June 17, 2026, at 3:30 p.m. in Department 403.

Tentative Ruling:

To continue the hearing to Wednesday July 15, 2026 at 3:30 p.m. in **Department 403** in order to allow defendant to meet and confer with plaintiffs. (Code Civ. Proc., § 430.41, subd. (a).) Defendant is to file a declaration of defendant's meet and confer efforts by July 8, 2026.

Explanation:

Defendant Fresno 1101 Parkway, LP (sued erroneously as Promesa Apartments) ("Defendant") demurs to the complaint of plaintiffs, Angela Hughey and Crystal Baker, ("Plaintiffs"). Plaintiffs did not file an opposition.

The demurring party must meet with the opposing party, in person, by telephone, or by video conference prior to filing a demurrer and file and serve with the motion a declaration detailing the meet-and-confer efforts. (Code Civ. Proc., § 430.41, subd. (a).)

Defendant's declaration states in pertinent part, "I emailed Plaintiffs a detailed letter outlining the bases for Defendant's demurrer on January 16, 2026…I state in the email and letter that the code requires a telephone call to discuss. I did not receive any response of any sort from Plaintiffs." (Burns Decl., ¶ 3.) Although an email and letter are helpful to the process, an email and letter do not satisfy the meet and confer requirement. Defendant does not indicate any attempt to call either of the phone numbers listed for Plaintiffs in the complaint or any other steps to comply with the statutorily required meet and confer requirement. Accordingly, the demurrer to the complaint is continued to July 15, 2026 at 3:30 p.m. in **Department 403** to allow Defendant to meet and confer with Plaintiffs. Plaintiffs are reminded that Plaintiffs' pro per status does not exempt Plaintiffs from complying with the rules of civil procedure. (*Nelson v. Gaunt* (1981) 125 Cal.App.3d 623, 638-639; *Monastero v. Los Angeles Transit Co*. (1955) 131 Cal.App.2d 156, 160-161.)

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: SMC on 6/9/2026 .
(Judge's initials) (Date)