Tentative Rulings for June 18, 2026
Department 403

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.

24CECG00217 ***Travis Pepper v. WC Artisan 6040, LLC*** **is continued to Thursday, July 30, 2026, at 3:30 p.m. in Department 403.**

25CECG00968 ***Sophia Aguilar v. Crescent View South, Inc.*** **is continued to Thursday, July 30, 2026, at 3:30 p.m. in Department 403.**

25CECG05670 ***Timothy Bellinger v. AMVA Corporation*** **is continued to Thursday, July 30, 2026, at 3:30 p.m. in Department 403.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 403

Begin at the next page

(48)

Tentative Ruling

Re: ***Williams v. Perez***
Superior Court Case No. 25CECG05048

Hearing Date: June 18, 2026 (Dept. 403)

Motion: Defendant Martin A. Perez's Demurrer to the Complaint

Tentative Ruling:

To sustain defendant Martin A. Perez's demurrer to the Complaint, with leave to amend. (Code Civ. Proc., § 430.10, subd. (e).) Plaintiff Leondris Williams is granted 15 days leave to file a First Amended Complaint, which will run from service by the clerk of the minute order. New allegations/language must be set in **boldface** type.

Explanation:

Defendant Martin A. Perez ("Defendant") demurs on the basis that the Complaint is untimely given the 2-year statute of limitations for a cause of action alleging personal injury. (CCP, § 335.1.)

A demurrer based on a statute of limitations will not lie where the action may be, but is not necessarily, barred. In order for the bar to be raised by demurrer, the defect must clearly and affirmatively appear on the face of the complaint; it is not enough that the complaint shows that the action may be barred. (*Stueve Bros. Farms, LLC v. Berger Kahn* (2013) 222 Cal.App.4th 303, 321.)

Here, plaintiff Leondris Williams ("Plaintiff") concedes the statute of limitations for the personal injury cause of action runs from the date of the vehicle accident on October 17, 2023, to October 17, 2025. The Complaint before the court is file stamped on October 27, 2025, which is 10 days late. The facts that currently appear on the face of the Complaint show that the Complaint was filed after the statute of limitations had run.

Equitable Tolling

Plaintiff argues that the statute of limitations deadline may be extended to consider the Complaint timely under the doctrine of equitable tolling. The doctrine of equitable tolling is a rule of procedure adopted by the courts and operates independently of the Code of Civil Procedure. (*Mills v. Forestex Co.* (2003) 108 Cal.App.4th 625, 650.) A plaintiff may be relieved from the failure to comply with the statute of limitations when the plaintiff has several legal remedies and, reasonably and in good faith, pursues one. (*Addison v. State of California* (1978) 21 Cal.3d 313, 318.) The doctrine of equitable tolling requires (1) timely notice, (2) lack of prejudice to the defendant, and (3) reasonable and good faith conduct on the part of the plaintiff. (*Id.* at p. 319)

The Complaint does not contain facts to support the application of the doctrine of equitable tolling.

Tolling Due to Rejection of Electronic Filing

Alternatively, Plaintiff argues that the method of electronically filing the Complaint on October 16, 2025, is considered the filing date if there is a technical problem with the court's filing system on that date under California Rules of Court, rule 2.259. However, this rule is not applicable to a complaint or any other initial pleading. (Cal. Rules of Court, rule 2.259(c).) The same argument, however, may be supported under another statute or rule of court, such as Code of Civil Procedure, section 1010.6, subdivision (e)(4)(E). The information to support such an argument is not present in the Complaint before the court, thus, an amendment is necessary.

The facts that support Plaintiff's arguments made in opposition to the demurrer to toll the statute of limitations are not judicially noticed or stated in the four corners of the complaint. Accordingly, the demurrer is sustained and leave to amend is granted.

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 June 17, 2026.
(Judge's initials) (Date)

(20) **Tentative Ruling**

Re: ***Wheeler v. Spane et al.***
Superior Court Case No. 25CECG02378

Hearing Date: June 18, 2026 (Dept. 403)

Motion: Defendants Mike and Holly MacNeill's Demurrer to Second Amended Complaint

Tentative Ruling:

To sustain as to the seventh causes of action only, without leave to amend. To overrule as to the first, third, fourth, fifth, sixth and eighth causes of action. (Code Civ. Proc., § 430.10, subd. (e).) Demurring parties shall file their answer to the Second Amended Complaint ("SAC") within 10 days of service of the order by the clerk.

Explanation:

A demurrer can be used only to challenge defects that appear on the face of the pleading under attack; or from matters outside the pleading that are judicially noticeable. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.) Facts and allegations in the MacNeills' cross-complaint are irrelevant, and improperly argued in this demurrer. Such facts will not be considered.

Here the demurrer is brought on the ground that the SAC fails to state facts sufficient to constitute a cause of action. (Code Civ. Proc., § 430.10, subd. (e).) "To survive a demurrer, the complaint need only allege facts sufficient to state a cause of action; each evidentiary fact that might eventually form part of the plaintiff's proof need not be alleged." (*C.A. v. William S. Hart Union High School Dist.* (2012) 53 Cal.4th 861, 872.) "Objections that a complaint is ambiguous or uncertain, or that essential facts appear only inferentially, or as conclusions of law, or by way of recitals, must be raised by special demurrer, and cannot be reached on general demurrer." (*Johnson v. Mead* (1987) 191 Cal.App.3d 156, 160

Discussion

First Cause of Action for Negligence

The elements of a cause of action for negligence are: (1) the defendant's obligation to conform to a certain standard of conduct (duty); (2) failure to conform to that standard of conduct (breach of duty); (3) a reasonably close connection between l6 the defendant's conduct and resulting injuries (proximate causation); and (4) actual loss (damages). (*Union Pacific Railroad Co. v. Superior Court* (2024) 105 Cal.App.5th 838, 852.)

The demurrer to this cause of action is brought on the ground that the SAC admits that the MacNeills did not own the property, were tenants of that property and that the Andersons had the fence installed and paid for themselves. (SAC ¶¶ 8, 9, 20 and 25.)

While the MacNeills in their discussion focus solely on claim as it pertains to construction of the concrete fence, the cause of action is also based on damage to Elisa's large yard umbrella, which Mike and Holly broke by pulling and yanking on it during Elisa's party. (SAC ¶¶ 52-53.) Even if the MacNeills are correct about the fence, a general demurrer does not lie to only part of a cause of action. If there are sufficient allegations to entitle plaintiff to relief, other allegations cannot be challenged by general demurrer. (*Daniels v. Select Portfolio Servicing, Inc.* (2016) 246 Cal.App.4th 1150, 1167.) The demurrer to this cause of action is overruled since the MacNeills ignore this separate basis for the cause of action.

Moreover, with regards to the fence, contrary to the MacNeills' contentions, the SAC includes allegations that the MacNeills controlled and paid for the fence removal and construction. (SAC ¶¶ 24-26, 28, 29, 31.) This is sufficient to allege that they assumed a duty to plaintiffs to use care "in the management of his or her Property …" (Civ. Code, § 1714, subd. (a).)

Third Cause of Action for Defamation

The essential elements of a cause of action for defamation are: (1) that the defendant made a statement published to a 3rd party; (2) that this statement is false; (3) that this statement is defamatory; (4) that the statement is unprivileged; and (5) that the statement has a natural tendency to injure or cause special damage. (*Sanchez v. Bezos* (2022) 80 Cal.App.5th 750, 763.)

This cause of action is premised on the allegation that "Mike, Holly, and Felmus have also told people, including Clovis Police Officers, Elisa's landscaper Gustavo, Elisa's party guests, Wadsack, Wadsack's foreman, and Wadsack's crew, that Plaintiffs are enablers of, complicit in, and are in fact pedophiles. Each Defendants has made statements about Plaintiffs while third parties were present related to Plaintiffs' being complicit in and enablers of child pornography." (SAC ¶ 60.) Plaintiffs allege that these statements are false – they have never been engaged in or complicity in child pornography. (SAC ¶ 63.)

The demurrer is brought on the basis that the alleged statements are true – based on dictionary definitions of "enable," "complicit," "pedophile." As for the allegations that Mike and Holly communicated to others that plaintiffs were enablers of Jim's alleged child pornography, the demurrer is brought on the ground that such statements are in fact true.

That may be defendants' contention, but these are issues that will have to be resolved by the trier of fact. Plaintiffs' allegations must be accepted as true for the purpose of ruling on the demurrer. (*Hacker v. Homeward Residential, Inc*. (2018) 26 Cal.App.5th 270, 280.) The SAC alleges sufficient facts to state a cause of action for defamation.

Fourth Cause of Action for Invasion of Privacy

> The elements of a common law invasion of privacy claim are intrusion into a private place, conversation, or matter, in a manner highly offensive to a reasonable person. (*Huntingdon Life Sciences, Inc. v. Stop Huntingdon Animal Cruelty USA, Inc.* (2005) 129 Cal.App.4th 1228, 1259, 29 Cal.Rptr.3d 521.) In determining the existence of "offensiveness," one must consider: "(1) the degree of intrusion; (2) the context, conduct and circumstances surrounding the intrusion; (3) the intruder's motives and objectives; (4) the setting into which the intrusion occurs; and (5) the expectations of those whose privacy is invaded." (*Sanchez-Scott v. Alza Pharmaceuticals* (2001) 86 Cal.App.4th 365, 377 [103 Cal. Rptr. 2d 410].

(*Mezger v. Bick* (2021) 66 Cal.App.5th 76, 86–87.)

This cause of action is premised on the allegations of the MacNeills staring into plaintiffs' backyard. Under most circumstances, looking into a neighbor's yard, ordinarily plainly visible, would probably not be an invasion of privacy. But in this case the SAC alleges that the MacNeills participated in the removal of the fence separating the properties, against plaintiffs' wishes and without their consent, resulting in visibility into plaintiffs' backyard that under ordinary circumstances would not exist. (SAC ¶¶ 24-28.) The MacNeills took advantage of that increased visibility to watch plaintiffs in their yard. (SAC ¶ 32.) This is sufficient to allege that defendants "'penetrated some zone of physical or sensory privacy surrounding' [them] and that [they] had an objectively reasonable expectation of privacy." (See *Belen v. Ryan Seacrest Productions, LLC* (2021) 65 Cal.App.5th 1145, 1163.)

The cause of action is also premised on defendants Kertson and Spane sharing Elisa Wheeler's private medical and financial information with the MacNeills. (SAC ¶ 68.) However, the intrusion and disclosure by Kertson and Spane is not wrongdoing by the MacNeills. While this basis for the cause of action is not sufficient, the demurrer is overruled in light of the looking-into-the-backyard allegations.

Fifth Cause of Action for Intentional Infliction of Emotional Distress

Though the MacNeills purport to demur to this cause of action, it is never discussed in their moving papers. Since they fail to make any argument in connection with this cause of action, the demurrer is overruled.

Sixth Cause of Action for Trespass

> "Trespass is an unlawful interference with possession of property." (*Staples v. Hoefke* (1987) 189 Cal.App.3d 1397, 1406, 235 Cal.Rptr. 165.) The elements of trespass are: (1) the plaintiff's ownership or control of the property; (2) the defendant's intentional, reckless, or negligent entry onto the property; (3) lack of permission for the entry or acts in excess of permission; (4) harm; and (5) the defendant's conduct was a substantial factor in causing the harm. (See CACI No. 2000.)

(*Ralphs Grocery Co. v. Victory Consultants, Inc.* (2017) 17 Cal.App.5th 245, 261–262.)

The demurrer is based on the contention that "the MacNeill's were never the owners of the property and the MacNeill's no longer occupy as tenants the Loyola

Property. (FACC ¶ 28.)" (MPA 8:14-16.) However, it is improper to base a demurrer on facts alleged in the demurring party's separate pleading. And the fact that the MacNeills do not currently occupy the neighboring property is irrelevant if they caused a trespass when they were in possession of the neighboring property. The moving papers submit no proper basis for sustaining the demurrer to this cause of action.

Seventh Cause of Action for Injunctive Relief

This cause of action is premised on the allegation that the Andersons and MacNeills caused to be constructed a fence or wall that intrudes six inches into Elisa's backyard. (SAC ¶¶ 87, 89.)

The demurrer is sustained because injunctive relief is not a cause of action, but a remedy. (*HNHPC, Inc. v. Department of Cannabis Control* (2023) 94 Cal.App.5th 60, 73.) Plaintiffs can seek this relief in the SAC's prayer, but it is not a standalone cause of action.

Eighth Cause of Action for Declaratory Relief

Plaintiffs seek declaratory relief regarding the encroaching concrete fence erected by the MacNeills and Andersons. They seek "a judicial determination regarding that location and encroachment of the fence in relation to the property line, whether the concrete fence is a shared boundary, and the parties' respective rights and duties related to the concrete fence and other conditions pertaining to the concrete fence."

Any person who desires a declaration of his or her rights or duties with respect to another may in cases of actual controversy relating to the legal rights and duties of the respective parties seek a declaration. (Code Civ. Proc., § 1060.) Claims for declaratory relief become moot when an event occurs with "deprives the controversy of its life." (*Roger v. County of Riverside* (2020) 44 Cal.App.5th 510, 530.)

The demurrer is again based on the purported fact that the MacNeills no longer live as tenants on the Loyola property. But again, they cannot base a demurrer on facts extraneous to the pleading under attack, and only set forth in their own separate pleading.

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 June 17, 2026 .
(Judge's initials) (Date)

(20) **Tentative Ruling**

Re: ***Hoskins v. Crescent View South Inc. et al.***
Superior Court Case No. 25CECG00970

Hearing Date: June 18, 2026 (Dept. 403)

Motion: By Defendants to Compel Arbitration

Tentative Ruling:

To deny. (Code Civ. Proc., § 1281.2, subd. (a).)

Explanation:

In this employment action plaintiff sues her alleged former joint employers Crescent View South, Inc. dba Learn4Life dba Kings Valley Academy II ("CVS") and Lifelong Learning Administration Corp. ("LLAC") for retaliation and other employment claims. Defendants move to compel arbitration pursuant to a Mandatory Arbitration Policy electronically signed by plaintiff on July 17, 2023.

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, when a motion to compel arbitration is filed and accompanied by prima facie evidence of a written agreement to arbitrate the controversy, the court itself must determine: (1) whether the agreement exists, and (2) if any defense to its enforcement is raised, whether it is enforceable. The moving party bears the burden of proving the existence of an arbitration agreement by a preponderance of the evidence. The party claiming a defense bears the same burden as to the defense. (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 413-414.)

Here, while the court finds that there is an agreement to arbitrate (even if forced upon plaintiff as a condition of continued employment), the motion will be denied because defendants have waived the right to compel arbitration.

"On petition of a party to an arbitration agreement alleging the existence of a written agreement to arbitrate a controversy and that a party to the agreement refuses to arbitrate that controversy, the court shall order the petitioner and the respondent to arbitrate the controversy if it determines that an agreement to arbitrate the controversy exists, unless it determines that ... the right to compel arbitration has been waived by the petitioner ...." (Code Civ. Proc., § 1281.2, subd. (a).) "To establish waiver under generally applicable contract law, the party opposing enforcement of a contractual agreement must prove by clear and convincing evidence that the waiving party knew of the contractual right and intentionally relinquished or abandoned it." (*Quach v. California Commerce Club, Inc.* (2024) 16 Cal.5th 562, 584.) The waiving party's knowledge of the right may be actual or constructive. (*ibid.,* citing *Outboard Marine Corp. v. Superior Court* (1975) 52 Cal.App.3d 30, 41.)

Intentional relinquishment or abandonment of the right to arbitrate may be express or implied. (*Quach, supra*, 16 Cal.5th at pp. 569, 584.) Express intentional relinquishment or abandonment may be shown by "evidence of words expressing an intent to relinquish the right." (*Id.* at p. 584.) Implied intentional relinquishment or abandonment may be shown by "conduct [including litigating the case in a judicial forum] that is so inconsistent with an intent to enforce the contractual right [to arbitrate] as to lead a reasonable fact finder to conclude that the party had abandoned it." (*Ibid*.; see generally *Waller v. Truck Ins. Exchange, Inc.* (1995) 11 Cal.4th 1, 31 [looking to conduct is appropriate in assessing waiver].)

In analyzing waiver, the following factors may be relevant: " ""(1) whether the party's actions are inconsistent with the right to arbitrate; (2) whether "the litigation machinery has been substantially invoked" and the parties "were well into preparation of a lawsuit" before the party notified the opposing party of an intent to arbitrate; (3) whether a party either requested arbitration enforcement close to the trial date or delayed for a long period before seeking a stay; (4) whether a defendant seeking arbitration filed a counterclaim without asking for a stay of the proceedings; and (5) "whether important intervening steps [e.g., taking advantage of judicial discovery procedures not available in arbitration] had taken place." "" " (*Id*. at p. 573, quoting *St. Agnes Med. Ctr. v. PacifiCare of Calif.* (2003) 31 Cal.4th 1187, 1196.)

The court finds that these factors favor finding that defendants waived the right to compel arbitration. Thirteen months passed between plaintiff's filing of the Complaint and defendants' filing of the motion to compel arbitration. Defendants assert that they did not learn of the existence of the agreement to arbitrate because it was stored in a separate electronic onboarding and acknowledgment repository rather than in the personnel file initially gathered for this litigation. Even if defense counsel were not immediately and initially aware of the arbitration agreement, one of the first things any employment defense counsel would do is inquire about the existence of an arbitration agreement. And defendants' personnel would certainly know of the arbitration policy and practice, which appears ubiquitous for all employees, and should have communicated that to counsel if arbitration was something the employers wanted to pursue. The employee handbooks produced by defendants in this litigation set forth an arbitration policy and sample arbitration agreement which employees are required to sign annually. (Plaintiff's Exhs. 4, 5.) LLAC Chief HR Officer Perkins attested that CVS presented all new hires with form arbitration agreements through an online onboarding process. The new hire accessed the onboarding documents via a password, then electronically signed a variety of new-hire forms, including the arbitration agreement. The arbitration agreements were stored in a separate onboarding repository apart from the employee's personnel file. (Perkins Decl., ¶ 10.) Perkins had access to this repository and knew where to search for any signed arbitration agreements. (Perkins Decl., ¶¶ 2-3.) Despite this access and ability, Perkins did not search for the signed agreement signed by plaintiff Hoskins until November 2025. (Perkins Decl., ¶ 11.) The court finds that defendants at the very least had constructive knowledge of the arbitration agreement all along.

Moreover, defendants engaged in significant litigation activity in this court before moving to compel arbitration. Defendants answered the complaint, and participated in

discovery and motion practice regarding discovery disputes. Defendants stated their preference for a jury trial on their case management conference statement filed on June 25, 2025. On that filing defendants left the box blank for indicating it was "willing to participate" in arbitration, and represented that the only motion it intended to file was a "dispositive motion." (Plaintiff's Exh. 11.) At the conference, Defendants agreed to the March 22, 2027 trial date. (Plaintiff's Exh. 13.)

Defendants actively engaged in discovery, produced thousands of documents, obtained discovery responses and document production from plaintiff, met and conferred with plaintiff's counsel about discovery disputes, attended two Pre-Trial Discovery Conferences, and entered into two Stipulations and Order to be bound by this court's proceedings. (Plaintiff's Exhs. 14-16, 18-21, 23, 25.) And even after the purported discovery of the arbitration agreement in November 2025, defendants waited another four months to file a motion to compel arbitration. The court finds that defendants, through their litigation conduct in this judicial forum, waived the right to compel arbitration.

It is unnecessary to address plaintiff's other arguments against compelling arbitration. However, the court notes that all evidentiary objections are overruled.

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 June 17, 2026 .
(Judge's initials) (Date)

(47)

Tentative Ruling

Re: ***Baldomero Zarate v. Larry Thull***
Superior Court Case No. 22CECG01089

Hearing Date: June 18, 2026 (Dept. 403)

Motion: By Defendant Larry William Thull to Bifurcate the Trial between Liability and Punitive Damages (Civ. Code § 3295, subd. (d))

Tentative Ruling:

The Court grants defendant Larry William Thull's unopposed motion to bifurcate the issues of liability and punitive damages and to preclude evidence and/or reference to punitive damages and Fruit Fillings Holdings, Inc.'s financial condition during the liability phase of the trial. (Civ. Code, § 3295, subd. (d).)

Explanation:

Defendant, Larry William Thull ("Thull" or "defendant") moves this Court for an Order bifurcating the issues of liability and punitive damages and to preclude evidence and/or reference to punitive damages and Defendant's financial condition during the liability phase of the trial, pursuant Civil Code section 3295, subdivision (d).

Civil Code section 3295, subdivision (d) provides in relevant part: "The court shall, on application of any defendant, preclude the admission of evidence of that defendant's profits or financial condition until after the trier of fact returns a verdict for plaintiff awarding actual damages and finds that a defendant is guilty of malice, oppression, or fraud in accordance with Section 3294." Our Supreme Court has explained, "As an evidentiary restriction, section 3295(d) requires a court, upon application of any defendant, to bifurcate a trial so that the trier of fact is not presented with evidence of the defendant's wealth and profits until after the issues of liability, compensatory damages, and malice, oppression, or fraud have been resolved against the defendant. Bifurcation minimizes potential prejudice by preventing jurors from learning of a defendant's 'deep pockets' before they determine these threshold issues." (*Torres v. Automobile Club of So. California* (1997) 15 Cal.4th 771, 777-778.)

"A request under section 3295, subdivision (d) is essentially a motion *in limine*, and ordinarily should be made before trial." (*Las Palmas Associates v. Las Palmas Center Associates* (1991) 235 Cal.App.3d 1220, 1241.)

Here, Thull argues that his financial condition has nothing to do with whether it is liable to plaintiff for his alleged damages.

In light of the fact that no opposition has been submitted, and as defendant's financial condition has no apparent relevance to the determination of liability, the court finds that the most efficient approach would be to try the issue of punitive damages after there have been findings of compensatory and punitive liability.

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 June 17, 2026.
(Judge's initials) (Date)

(47)

Tentative Ruling

Re: ***Joyson Therampilly v. Alisa Gevorkyan***
Superior Court Case No. 25CECG05097

Hearing Date: June 18, 2026 (Dept. 403)

Motion: Petition to Confirm Arbitration Award

Tentative Ruling:

To grant the petition to confirm the Arbitration Award.

Explanation:

Petitioner, Joyson Therampilly John, individually and dba Green Valley Real Estate & Mortgage, petitions the Court to confirm the arbitration award against respondents Alisa Gevorkyan, Bisharah S. Rizvi, and Irtiza "Ian" Naqvi.

Code of Civil Procedure, section 1285 states that "[a]ny party to an arbitration in which an award has been made may petition the court to confirm, correct or vacate the award. The petition shall name as respondents all parties to the arbitration and may name as respondents any other persons bound by the arbitration award."

Upon service and filing of a petition to confirm arbitration award, the court shall confirm the award as made, unless it corrects or vacates the award, or dismisses the proceeding. (Code Civ. Proc., §1286.) Where the petition is served but no response is served and filed, the allegations in the petition are deemed admitted. (Code Civ. Proc., §1290; *Taheri Law Group, A.P.C. v. Sorokurs* (2009) 176 Cal.App.4th 956, 962.) The court shall confirm the award as made unless it is corrected or vacated. (Code Civ. Proc., §1286.) If the award is confirmed, judgment is entered in conformity with it. (Code Civ. Proc., §1287.4.)

Code of Civil Procedure 1285.4 states that a petition under this chapter shall:

> (a) Set forth the substance of or have attached a copy of the agreement to arbitrate unless the petitioner denies the existence of such an agreement.
> (b) Set forth the names of the arbitrators.
> (c) Set forth or have attached a copy of the award and the written opinion of the arbitrators, if any.

Petitioner has met all these requirements. Petitioner provided a copy of the arbitration agreement, has set forth the name of the arbitrator, and provided a copy of the arbitration award, attached to the petition.

Code of Civil Procedure section 1283.6 provides that: "The neutral arbitrator shall serve a signed copy of the award on each party to the arbitration personally or by

registered or certified mail or as provided in the agreement." In addition, a party may seek a court judgment confirming an arbitration award by filing and serving a petition no more than four years, but not less than 10 days, after the award is served. (Code Civ. Proc. §§ 1288, 1288.4.)

The petition indicates that the arbitration panel served a signed copy of the award onto each party, and the petition is timely.

Code of Civil Procedure section 1290.4, the statute governing proper service of this Petition states, in pertinent part:

> (a) A copy of the petition and a written notice of the time and place of the hearing thereof and any other papers upon which the petition is based shall be served in the manner provided in the arbitration agreement for the service of such petition and notice.

The petition was served compliance with Code of Civil Procedure section 1290.4.

Having met the requirements of Code of Civil Procedure sections 1285 and 1285.4, the petition is granted.

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 June 17, 2026.
(Judge's initials) (Date)

(48)

Tentative Ruling

Re: ***Brooklyn Farms, LLC v. Fromaggio Farms, LLC et al.***
Superior Court Case No. 24CECG05078

Hearing Date: June 18, 2026 (Dept. 403)

Motion: (1) By Plaintiff for Motion to Strike Answer and Cross-Complaint
(2) By Plaintiff for Writ of Possession

Tentative Ruling:

To continue the motion to strike to Tuesday July 16, 2026, at 3:30 p.m. in Department 403, to allow defendant Fromaggio Farms, LLC. one last chance to retain new counsel, and to file a substitution of attorney on or before 5:00 p.m., July 6, 2026.

To direct the parties to appear as to the petition for writ of possession.

Explanation:

The court has discretion under Code of Civil Procedure section 436, subdivision (a), to strike out any "irrelevant, false, or improper matter inserted in any pleading," or, under subdivision (b), the court may strike out any part, or all, of a pleading "not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court." (Code Civ. Proc., § 436.) The grounds to strike pleadings under subdivision (b) is limited to improprieties in its form or in the procedures pursuant to which it was filed. (*Ferraro v. Camarlinghi* (2008) 161 Cal.App.4th 509, 528.)

A business entity is not a natural person, and therefore cannot appear in an action *in propria persona,* but instead must appear only through counsel. (*See Merco Construction Engineers, Inc. v. Municipal Court*. (1978) 21 Cal.3d 724, 731 [regarding corporations].) A complaint, an answer, or any pleading filed on behalf of an unrepresented corporation may be stricken, however, the court may grant leave allowing the corporation to retain counsel. (*CLD Construction, Inc. v. City of San Ramon* (2004) 120 Cal.App.4th 1141, 1147; *Himmel v. City Council* (1959) 169 Cal.App.2d 97, 100.)

In the case at bench, plaintiff Brooklyn Farms, LLC ("Plaintiff") moves to strike the Answer and Cross-Complaint filed on behalf of defendant Fromaggio Farms, LLC ("Defendant"). Plaintiff submits that Defendant is now improperly a self-represented business entity.

Here, Defendant was represented by counsel when it filed its Answer and Cross-Complaint. However, its attorney obtained an order to withdraw on October 23, 2025. The order indicated that the withdrawal would be effective upon the filing of the proof of service of the orders on Defendant. A proof of service was filed on October 29, 2025.

The order allowing its attorney to withdraw was made after due notice was given to Defendant. The motion and the order were drawn on the mandated Judicial Council

forms, which are designed to be easily understood by non-attorney litigants. The order thus gave Defendant the following "NOTICE TO CLIENT" (set off from the rest of the form in a text box):

> "**Your present attorney will no longer be representing you. You may not in most cases represent yourself if you are one of the parties on the following list:** …An unincorporated association…. **If you are one of these parties, YOU SHOULD IMMEDIATELY SEEK LEGAL ADVICE REGARDING LEGAL REPRESENTATION. Failure to retain an attorney may lead to an order striking the pleadings or to the entry of a default judgment.**"

(Order filed October 23, 2025, at Page 2, Item 10 (bolded and upper case text in the original).)

Thus, Defendant was notified: 1) of its attorney's withdrawal; 2) that as an entity it could not represent itself, and thus it needed to immediately seek other counsel; and 3) that the consequences of not doing so might be "an order striking the pleadings or…the entry of a default judgment." (October 23, 2025, Order, p. 2.) Defendant has had over seven months to retain other counsel, and apparently it has not done so. It has not filed any response to this motion. The court continues the matter for one final period to allow Defendant to cure.

The court notes that Plaintiff seeks to strike the entirety of the Answer and Cross-Complaint. Because the individual defendant, Sarah Schroeder, is an individual, she maintains her portions of the Answer and Cross-Complaint. Thus, the motion to strike is denied to the extent it seeks to affect defendant Sarah Schroeder.

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 June 17, 2026.
(Judge's initials) (Date)