Tentative Rulings for June 18, 2026
Department 503

For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) ***The above rule also applies to cases listed in this "must appear" section.***

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

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 503

Begin at the next page

(35)

Tentative Ruling

Re: ***Pena v. Singh et al.***
Superior Court Case No. 24CECG01754

Hearing Date: June 18, 2026 (Dept. 503)

Motion: Default Prove-Up

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: JS on 6/15/2026.
(Judge's initials) (Date)

(03)

Tentative Ruling

Re: ***Rios v. Harris Ranch Beef Company***
Case No. 24CECG02183

Hearing Date: June 18, 2026 (Dept. 503)

Motion: Defendant's Motion for Summary Judgment, or in the Alternative Summary Adjudication

Tentative Ruling:

To grant defendant's motion for summary judgment as to plaintiff's entire complaint.

Explanation:

Defendant Harris Ranch Beef Company has moved for summary judgment of the plaintiff's entire complaint, or in the alternative summary adjudication of each separate cause of action. Defendant argues that it had a legitimate and good faith reason for terminating plaintiff because he submitted a doctor's note that he had altered, and that contained substantially greater work restrictions than the doctor had actually ordered. Plaintiff's submission of the altered doctor's note violated defendant's policy against employees making false statements to the employer. Therefore, defendant concludes that plaintiff cannot prevail on his claims for discrimination, retaliation, failure to accommodate disability, failure to engage in the interactive process, and wrongful termination in violation of public policy.

"Because of the similarity between state and federal employment discrimination laws, California courts look to pertinent federal precedent when applying our own statutes. In particular, California has adopted the three-stage burden-shifting test established by the United States Supreme Court for trying claims of discrimination, including age discrimination, based on a theory of disparate treatment." (*Guz v. Bechtel Nat. Inc*. (2000) 24 Cal.4th 317, 354, citations omitted.)

"At trial, the *McDonnell Douglas* test places on the plaintiff the initial burden to establish a prima facie case of discrimination. This step is designed to eliminate at the outset the most patently meritless claims, as where the plaintiff is not a member of the protected class or was clearly unqualified, or where the job he sought was withdrawn and never filled. While the plaintiff's prima facie burden is 'not onerous', he must at least show ' "actions taken by the employer from which one can infer, if such actions remain unexplained, that it is more likely than not that such actions were 'based on a [prohibited] discriminatory criterion ....' "' " (*Id.* at p. 354–355, citations omitted.)

"Accordingly, at this trial stage, the burden shifts to the employer to rebut the presumption by producing admissible evidence, sufficient to 'raise[] a genuine issue of fact' and to 'justify a judgment for the [employer]," that its action was taken for a legitimate, nondiscriminatory reason.'" (*Id*. at pp. 355–356, citations omitted.) "If the

employer sustains this burden, the presumption of discrimination disappears. The plaintiff must then have the opportunity to attack the employer's proffered reasons as pretexts for discrimination, or to offer any other evidence of discriminatory motive. In an appropriate case, evidence of dishonest reasons, considered together with the elements of the prima facie case, may permit a finding of prohibited bias. The ultimate burden of persuasion on the issue of actual discrimination remains with the plaintiff." (*Id*. at p. 356, citations omitted.)

An employer may meet its burden on summary judgment by presenting evidence that it took an adverse action against the plaintiff for a legitimate, nondiscriminatory reason. (*Id*. at pp. 357-360.) The burden then shifts back to the employee to produce evidence showing that the employer's proffered reason for the action was simply a pretext for intentional discrimination. (*Ibid*.)

" '[T]he plaintiff may establish pretext "either directly by persuading the court that a discriminatory reason more likely motivated the employer or indirectly by showing that the employer's proffered explanation is unworthy of credence."' Circumstantial evidence of ' "pretense" must be "specific" and "substantial" in order to create a triable issue with respect to whether the employer intended to discriminate' on an improper basis. With direct evidence of pretext, ' "a triable issue as to the actual motivation of the employer is created even if the evidence is not substantial.' The plaintiff is required to produce "very little" direct evidence of the employer's discriminatory intent to move past summary judgment.'" (*Morgan v. Regents of University of Cal*. (2000) 88 Cal.App.4th 52, 68–69, citations omitted.)

Here, defendant has produced evidence that supports its claim that it had a legitimate, nondiscriminatory reason for terminating plaintiff. First, defendant has submitted evidence that it has granted multiple previous accommodations of plaintiff's medical conditions over the course of many years. (Defendant's UMF Nos. 4-22.) Defendant also submits evidence showing that plaintiff admitted that, on November 13, 2023, he submitted a doctor's note to defendant that he had altered to add restrictions that were not originally in the note. (UMF Nos. 25-28, 36-38.) The original note stated that plaintiff was released to work with no restrictions. (UMF No. 25.) However, before he turned in the note to defendant, plaintiff wrote in several restrictions, including "No heavy lifting over 50 pounds, no prolonged standing for longer than 60 minutes, desk work only, work limited to 5 days per week, work limited to 8 hours per day." (UMF Nos. 26-28.) The new restrictions that plaintiff wrote on the note were more restrictive than any previous restrictions that the doctor had imposed. (UMF Nos. 29-30.) Plaintiff did not advise anyone at Harris that he had made changes to the doctor's note when he turned it in. (UMF No. 31.) He also did not contact his doctor to obtain a corrected note until after he was suspended from work on November 15, 2023. (UMF No. 32.)

When plaintiff was asked to explain the discrepancies in the note on November 15, 2023, plaintiff at first denied making any changes. (UMF No. 35.) He then admitted to making changes to the note, but claimed that he was simply correcting the note, which was supposed to include the same work restrictions that the doctor had previously imposed in September of 2023. (UMF Nos. 26-38.) Plaintiff's doctor then submitted a corrected note, which included several work restrictions. (UMF No. 40.) The note stated that plaintiff's restrictions included: "No heavy lifting over 50 pounds, no prolonged standing for longer than 4 hours, work limited to 5 days per week, work 4 hours desk work, massage gun to be used throughout the day." (*Ibid*.) These restrictions were different

and less restrictive than the restrictions that plaintiff had hand-written on the November 13, 2023 note. (UMF Nos. 28, 40.)

Harris' Employee Handbook's Standards of Conduct state "improper behavior" includes "Falsification or misrepresentation of information on any Company form, i.e., time cards, application, Company and personnel records." (UMF No. 41.) The Handbook also states "Behavior that violates this Standard of Conduct will subject Employees to discipline up to and including Suspension without pay or discharge." (UMF No. 42.) Also, the "Disciplinary Action" section of the handbook states that "Violation of the Rules and Regulations can result in disciplinary action ranging from a verbal warning to termination, at management's sole discretion. There is no standard series of disciplinary steps that the company must follow. In certain circumstances, your conduct may lead to immediate termination." (UMF No. 43.) Plaintiff executed an agreement and acknowledgment of receipt of the Employee Handbook. (UMF No. 44.)

On November 20, 2023, defendant terminated plaintiff for violation of the Standards of Conduct due to his submission of the falsified doctor's note. (UMF No. 45.) Defendant has also terminated at least nine other employees for violating the Standards of Conduct prohibiting falsification of documents over the last five years. (UMF No. 46.)

Thus, defendant has met its burden of showing that it terminated plaintiff for a legitimate, non-discriminatory reason, namely because he submitted a falsified doctor's note showing restrictions that he had hand-written onto the note that did not match the actual restrictions that the doctor had imposed. Defendant's Employee Handbook clearly provides that employees must not submit false or misleading information, and that they may be suspended without pay or discharged if they submit false information. Here, plaintiff has admitted that he submitted a falsified doctor's note, which violated defendant's policy regarding submission of false or misleading information. Defendant's evidence indicates that it terminated plaintiff pursuant to its policy. As a result, the burden shifts to plaintiff to present evidence suggesting that defendant's proffered reason for the termination was merely a pretext for intentional discrimination.

In his opposition, plaintiff does not dispute that he submitted a doctor's note that contained handwritten alterations that he had made, or that his handwritten restrictions were different and more restrictive than the restrictions his doctor had previously imposed.[1] Nor does he dispute that his actions violated defendant's policy, which allowed defendant to terminate him for submitted false information. He also does not dispute that defendant had previously agreed to accommodate his disability, at least on paper. However, plaintiff contends that defendant had previously forced him to continue performing work that violated his medical restrictions, despite its alleged agreement to accommodate his disability by providing him with desk work and to restrict the work he did on his feet.

Plaintiff also claims that he only submitted the altered doctor's note on November 13, 2023 because the medical clinic had mistakenly given him a note that showed he was allowed to return to work with no restrictions when the doctor had actually imposed

[1] While plaintiff purports to dispute many of defendant's undisputed facts, his purported disputes are no more than quibbles about the implications underlying the facts rather than disputes about the facts themselves. Thus, the court finds that defendant's submitted facts are actually undisputed.

the same restrictions that he had imposed in September of 2023. Plaintiff did not realize the clinic's mistake until he arrived at work for his shift, at which time he wrote in the restrictions on the note from memory. He denies that he intended to deceive defendant, or that he intentionally submitted a falsified medical note. He simply wanted to make defendant aware of the fact that his restrictions remained the same and that nothing had changed. He handed the note to his manager rather than to HR as he had done before because he was running late for his shift.

Plaintiff claims that, when he was suspended and investigated for submitting the altered note, he did not attempt to conceal his actions and that he promptly admitted that he made the handwritten changes to the note. He explained that he was simply trying to correct the clinic's mistake and make defendant aware of the fact that he had the same restrictions. He claims that defendant failed to conduct a good faith investigation of the incident, and instead launched a purposely flawed, bad-faith investigation in order to reach a predetermined result and fire him.

Plaintiff claims that the HR manager tried to contact the clinic to ask them about the doctor's note, but failed to reach the nurse who wrote the note, and instead spoke with a different nurse with no knowledge of plaintiff's case history. The nurse who wrote the note, Janelle Muniz, could have easily verified plaintiff's statements and explained that the same restrictions still applied, but defendant instead spoke with a different nurse. Plaintiff also alleges that the clinic subsequently submitted a corrected note that included the same restrictions that the doctor had imposed in his September 2023 note. However, defendant ignored the new note and "weaponized" the clerical error in the first note, terminating plaintiff and falsely accusing him of manipulating clinic staff. He contends that defendant engaged in a bad-faith rush to judgment, and that it used the mistake in the note as a pretext to terminate him rather than accommodating his disability. He also alleges that his coworkers stated that he should not have been fired, and that other supervisors had committed similar or worse infractions without being terminated. Therefore, he concludes that there is a triable issue of material fact with regard to whether defendant had a discriminatory motive for terminating him, and that the court should deny the motion for summary judgment.

Evidence that the employer conducted a biased or sham investigation to reach a predetermined result may support an inference that the employer's proffered reason for the adverse action was a pretext for intentional discrimination. (*Nazir v. United Airlines, Inc.* (2009) 178 Cal.App.4th 243, 277, abrogated on other grounds by *Reid v. Google, Inc.* (2010) 50 Cal.4th 512, as stated in *Serri v. Santa Clara University* (2014) 226 Cal.App.4th 830.) "The lack of a rigorous investigation by defendants is evidence suggesting that defendants did not value the discovery of the truth so much as a way to clean up the mess that was uncovered when [plaintiff] made his complaint." (*Mendoza v. Western Medical Center Santa Ana* (2014) 222 Cal.App.4th 1334, 1344.) Also, if the employer terminates or takes other adverse action against the employee shortly after the employee engages in protected activity, there may be an inference that the employer's action was motivated by discrimination. (*Ibid.*)

Here, plaintiff claims that defendant engaged in a rushed and sham investigation of the incident, which was merely a pretext for terminating him for requesting an accommodation of his disability. However, the evidence indicates that defendant did investigate plaintiff's submission of the note and plaintiff admitted that he had altered the form. (UMF Nos. 36-40.) The fact that plaintiff submitted an altered medical form was

enough to justify defendant's decision to fire him based on its handbook's policy against submitting false or misleading information. (UMF Nos. 41-43.)

Plaintiff does not deny that he altered the note from his doctor, or that the alterations he made added restrictions that were materially different from the restrictions his doctor had actually imposed. He only contends that the defendant should have spoken with a different nurse, who would have confirmed that there was a mistake on the first note and that the same restrictions were still in place. Plaintiff's evidence indicates that the HR investigator spoke to Nurse Leon, who allegedly had no knowledge of plaintiff's medical history, rather than Nurse Muniz, who actually prepared the note. (Abramson decl., Exhibit A, plaintiff's depo., at pp. 71:11-72:13.) Plaintiff claims that, if the investigator had spoken with Nurse Muniz, she would have quickly cleared up the clerical error.

Yet there is no evidence that the HR investigator intentionally spoke with a nurse with no knowledge of plaintiff's history rather than the correct nurse who prepared the note. Instead, plaintiff's evidence indicates that the investigator tried to reach Nurse Muniz, but she was unavailable so the investigator spoke with Nurse Leon instead. (*Ibid*.)

Also, even if the investigator had spoken with Nurse Muniz, the evidence indicates that she would simply have confirmed that the prior September 2023 restrictions remained in place. Indeed, plaintiff contacted the clinic on November 15, 2023 and had them fax a corrected version of the note to defendant, which contained the same restrictions that the doctor had imposed on September 15, 2023. (Plaintiff's depo., at p. 52:7-14; Abramson decl., Exhibit H, Exhibit G, at p. 86:2-12.) Yet the prior September 15, 2023 restrictions were materially different from the restrictions that plaintiff hand wrote onto the note, as they only limited plaintiff to four hours per day of desk work and did not include the "desk work only" restriction. They also did not state "no prolonged standing for longer than 60 minutes" as the altered note stated, and instead only stated "no prolonged standing for longer than 4 hours." (UMF Nos. 20, 28, 40.)

Thus, even if the investigator had spoken with Nurse Muniz and obtained the corrected note from her, there is no reason to believe that the investigation would have reached a different conclusion. The information obtained by the investigator clearly showed that plaintiff had altered the restrictions in the note, and that the restrictions he added were substantially different and more restrictive than the restrictions the doctor had ordered. Plaintiff admitted that he had altered the note, and he admits that his alterations did not match the restrictions imposed by his doctor. He points to no other facts that the defendant might have learned if it conducted a more thorough investigation. In fact, he has admitted that defendant had all of the facts regarding the incident before it decided to fire him, although he denies that he had any malicious intent when he altered the note. Yet plaintiff's lack of malicious or deceptive intent is immaterial to whether defendant had a legitimate reason for firing him. Therefore, plaintiff has not raised a triable issue of material fact with regard to whether defendant's investigation was rushed, biased, or focused on a predetermined result.

Plaintiff also claims that defendant did not terminate other supervisors who engaged in similar or worse conduct, which he claims shows that defendant's explanation for his firing is simply a pretext for discrimination. Where the employer treats some employees who engaged in similar conduct more favorably than the plaintiff, such disparate treatment may lead to an inference of discrimination. (*Wills v. Superior Court*

(2011) 195 Cal.App.4th 143, 172.) "To establish pretext in this manner, [plaintiff] must identify other similarly situated employees the [employer] did not terminate." (*Ibid*.)

Here, plaintiff has not identified any other similarly situated employees who engaged in misconduct and who were not terminated by defendant. He claims that other supervisors engaged in similar or worse conduct without being fired, but he cites to no specific examples of other supervisors or other employees who were not fired after submitting false or misleading information, or any other misconduct. He only cites to his own deposition testimony, in which he vaguely referred to other supervisors at Harris Ranch engaging similar misconduct without being fired. (Abramson decl., Exhibit A, plaintiff's depo., p. 85:19-21.) He also mentioned that several other employees, including Pedro Valdez, Rogelio Gutierrez, Phillip Morris, and Jesse Magana, told him that he "shouldn't have been let go." (*Id*. at p. 86:12-17.)[2]

However, plaintiff does not state who the other supervisors were, what misconduct they engaged in, whether they faced any discipline for their actions, or when they engaged in the alleged misconduct. Also, to the extent that he relies on the statements of other employees who told him that he should not have been fired, he has not provided any further explanation of why they allegedly believed that his firing was improper. Nor has he provided declarations from the other employees that would explain why they believed he should not be fired, or that other supervisors were not fired for similar offenses. Therefore, plaintiff has failed to show that defendant selectively enforced its policy only against him, or that it did not fire or discipline other similarly situated employees for misconduct. Defendant has also submitted evidence that it has fired at least nine other employees for similar policy violations. (UMF No. 46.)

Plaintiff also contends that a trier of fact could infer that defendant intended to discriminate or retaliate against him because of the close temporal proximity between his request for accommodation and his firing. *(Flait v. North American Watch Corp.* (1992) 3 Cal.App.4th 467, 479.) The evidence does show that plaintiff was terminated on November 20, 2023, shortly after he submitted his last request for accommodation on November 13, 2023. (UMF Nos. 25-31, 45.) However, the evidence also shows that plaintiff eventually admitted that he altered the note before turning it in to defendant, that he did not tell anyone that he altered the note until days later when he was confronted with the discrepancies in the note, and that the alterations he made included several substantial changes to the restrictions his doctor had ordered. (UMF Nos. 25-38.) Defendant's Handbook clearly prohibits the type of false statements that plaintiff submitted to defendant, and defendant's policy provides that employees can be terminated for making false or misleading statements to it. (UMF Nos. 41-43.) Defendant cited this policy when it terminated plaintiff's employment. (UMF No. 45.)

---

[2] Defendant objects to plaintiff's testimony as non-responsive, lacking foundation, speculative, and argumentative. The court intends to sustain the objections on the ground of speculation. In any event, the statements are too vague to support a finding of a triable issue of fact with regard to other employees receiving different treatment.

The parties have also made multiple other objections to each other's evidence. The court intends to overrule all of plaintiff's objections. It will also overrule all of defendant's objections, with the exception of objections 3 and 4 to plaintiff's deposition testimony.

In light of plaintiff's admission that he submitted an altered form doctor's note that substantially changed and increased his work restrictions, the fact that defendant terminated him shortly after he submitted the altered form does not suggest any inference that defendant intended to discriminate or retaliate against him. Instead, the evidence only suggests an inference that defendant enforced its clear policy against employees making false or misleading statements to it.

Since all of plaintiff's causes of action rely on the same basic theory, namely that defendant improperly fired plaintiff after he requested an accommodation for his disability, and since the undisputed facts show that defendant had a legitimate, non-discriminatory reason for terminating plaintiff, the court intends to grant summary judgment as to plaintiff's entire complaint.

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 6/15/2026.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Ortiz v. M Xpress Inc.***
Superior Court Case No. 24CECG04233

Hearing Date: June 18, 2026 (Dept. 503)

Motion: By Defendants M Xpress, Inc. and Narinder Singh for Determination of Good Faith Settlement

Tentative Ruling:

To continue the matter to Tuesday, August 4, 2026 at 3:30 p.m. in Department 503. An amended proof of service and declaration shall be filed and served no later than July 14, 2026.

Explanation:

On March 5, 2026, defendants filed a motion for determination of good faith settlement. The motion, Declaration of Gayle M. Kono, and proof of service are all unsigned. Documents filed electronically and not under penalty of perjury, can be deemed signed by the person who filed it electronically. (Code Civ. Proc., § 1010.6, subd. (e)(2)(A); Cal. Rules of Ct., rule 2.257(c).) Documents under penalty of perjury are deemed signed if filed electronically if the person signed a printed copy of the document before the filing or signed using an electronic signature. (Code Civ. Proc., § 1010.6, subd. (e)(2)(B); Cal. Rules of Ct., rule 2.257(b).) These conditions are not met for the declaration or the proof of service, both of which are under penalty of perjury and have a blank space where a signature would appear. The matter is being continued for counsel to remedy these issues and perfect service of the motion.

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 6/15/2026.
(Judge's initials) (Date)

(29)

Tentative Ruling

Re: ***Price v. Richey, Sr.***
Superior Court Case No. 26CECG00145

Hearing Date: June 18, 2026 (Dept. 503)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To grant the petition and sign the proposed orders. No appearances necessary.

The court sets a status conference for Thursday, September 17, 2026, in Department 503, for confirmation that the minor's funds have been invested as set forth in the petition. If petitioner files a declaration or documentation, at least five court days before the status conference, showing that the funds have been invested as ordered, the status conference will come 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: JS on 6/17/2026.
(Judge's initials) (Date)