

Tentative Rulings for July 29, 2026
Department 502

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

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

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

23CECG00025 *Abel Perez v. Roberto Perez* is continued to Wednesday, August 12, 2026, at 3:30 p.m. in Department 502.

23CECG02112 *Holland Hulling Company v. Singh* is continued to Wednesday, August 26, 2026, at 3:30 p.m. in Department 502.

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Tentative Ruling

Re: **Seele, et al. v. Nino, et al.**
Superior Court Case No. 24CECG05051

Hearing Date: July 29, 2026 (Dept. 502)

Motion: Default Prove-Up

**If oral argument is timely requested, it will be entertained on
Thursday, July 30, 2026, at 3:30 p.m. in Department 502.**

Tentative Ruling:

To deny without prejudice.

Explanation:

Breach of Partnership

Although the complaint alleges a cause of action for breach of partnership agreement, plaintiff's evidence states that plaintiff and Nino Land & Investment Co., LLC are members of a limited liability company, PUP II LLC. (See Seele Decl., ¶ 10 & Exh. AA.) Since plaintiff presents evidence to show that PUP II LLC is in fact, a limited liability company, this ruling assumes that PUP II LLC is a limited liability company.

Breach of Fiduciary Duties

The complaint alleges that defendants are alter egos as one another and have breached their fiduciary duties by: misappropriating company assets for their own personal use and benefit, failing to distribute profits from the company, withholding financial information and accounting records from plaintiff, converting company funds and assets to entities under defendant's control, and failing to remove plaintiff's wage garnishment or settle personal debts.

Misappropriation or Conversion of Assets

While defendants admit liability on all well pled causes of action by defaulting, plaintiff must present evidence proving the amount of damages. (*Taliaferro v. Hoogs* (1963) 219 Cal.App.2d 559, 560.) Plaintiff and defendants Nino Land & Investment Co., LLC and David Nino ("Defendants") entered into the First Amended and Restated Limited Liability Company Agreement of PUP II LLC ("Agreement") in July 2020. First, Plaintiff argues that Defendants breached section 4.6(d) of the Agreement. Plaintiff declared that Defendants failed to pay the \$115,000 to contractors and vendors, leaving Plaintiff responsible for the total debt. As such, Plaintiff has sufficiently shown that he has suffered \$115,000 in damages due to Defendants' breach of the Agreement.

Second, Plaintiff argues that Defendant's failure to perform its restructuring obligations have rendered Plaintiff's 25% interest in PUP II LLC valueless. Here, the terms of the Agreement do not obligate PUP II LLC or Defendants to pay down the liabilities on the properties owned by Pacific Urban Properties, LLC. The Agreement only states that Defendants *may* make efforts to restructure the liabilities on the properties and *may* make payments to reduce those liabilities. Plaintiff fails to show that Defendants breached the Agreement under section 4.6. As such, Plaintiff has not shown that he has suffered damages in the amount of \$300,000 due to Defendant's conduct related to the outstanding liabilities on the properties owned by Pacific Urban Properties, LLC.

Distribution

Unless the operating agreement provides otherwise, a member has no right to a distribution before the dissolution and winding up of the limited liability company unless the limited liability company decides to make an interim distribution. "A person has a right to a distribution before the dissolution and winding up of a limited liability company only if the limited liability company decides to make an interim distribution." (Corps. Code, § 17704.04, subd. (b), emphasis added.) Moreover, the First Amended and Restated Limited Liability Company Agreement (the "LLC Agreement") attached to plaintiff's declaration does not provide a schedule of distributions.¹ Rather, the LLC Agreement provides that members shall be entitled to distributions only to the extent that any are actually available, and distributions shall be made in the "sole and absolute discretion" of the manager, Nino Land & Investment Co., LLC. (See Decl., Exh. AA at §§ 3.3, 5.1(a).) There is no allegation or evidence that PUP II LLC ever made a distribution to which plaintiff would be entitled to.

Withholding Information

While plaintiff does plead sufficient allegations to support a claim that defendants have failed to allow inspection of the records, there is no showing of any monetary damages resulting from the failure to disclose information.

Interest

Under California Rules of Court, Rule 3.1800, a party seeking a default judgement must file interest computations with the clerk. (Cal. Rules of Court, Rule 3.1800(a)(3).) Here, there are no calculations before the court to indicate the interest sought or how it is computed.

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

¹ To the extent that a distribution schedule is included in the agreement, plaintiff is directed to cite to the section or attachment providing such information in any future application.

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Tentative Ruling

Re: ***In Matter of Gonzalez***
Superior Court Case No. 26CU01678

Hearing Date: July 29, 2026 (Dept. 502)

Motion: Expedited Petition to Compromise Claim of Minor

If oral argument is timely requested, it will be entertained on Thursday, July 30, 2026, at 3:30 p.m. in Department 502.

Tentative Ruling:

To deny the petition, without prejudice, for the reasons explained below. In the event that oral argument is requested the minor is excused from appearing.

Explanation:

Petitioner has not provided any medical records detailing any treatment or that the minor has recovered. Petitioner did not substantiate any of the medical expenses or liens. Counsel has not included the required declaration regarding attorney fees or a copy of any retainer letter. (Cal. Rules of Court, rule 7.955(c).) In fact, Petitioner failed to attach any documents other than a signature verification page. Without the medical records, billing records, or record of the lien, the court cannot evaluate whether this settlement is in the minor's best interests.

Lastly, Petitioner did not file any proposed orders to accompany this Petition. In any subsequent Petition, Petitioner is to file proposed orders to include the mandatory Judicial Council forms MC-351 and MC-355.

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: img on 7-28-26
(Judge's initials) (Date)