

Tentative Rulings for July 30, 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: ***In re Raymundo Jose Espinoza***
Superior Court Case No. 26CU01268

Hearing Date: July 30, 2026 (Dept. 503)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To grant. Orders signed. No appearances necessary.

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 7/24/2026.
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: **Gonzalez v. City of Clovis, et al.**
Superior Court Case No. 25CECG03033

Hearing Date: July 30, 2026 (Dept. 503)

Motion: Defendant California Highway Patrol's Demurrer to First Amended Complaint

Tentative Ruling:

To find moot in light of the dismissal of demurring defendant California Highway Patrol from the First Amended 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 7/24/2026.
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: **Gonzalez v. Clovis Lakes Associates, LLC**
Superior Court Case No. 25CECG03664

Hearing Date: July 30, 2026 (Dept. 503)

Motion: by Defendant to Compel Arbitration

Tentative Ruling:

To grant. The parties are directed to provide to the court a joint list of persons nominated for appointment as arbitrator within 10 days. (Code Civ. Proc., § 1281.6.)

To stay the court action pending the arbitration of plaintiff's claims. (Code Civ. Proc., § 1281.4.)

Explanation:

With a motion to compel arbitration, the moving party must prove by a preponderance of evidence the existence of the arbitration agreement and that the dispute is covered by the agreement. The party opposing the motion must then prove by a preponderance of evidence that a ground for denial of the motion exists (e.g., fraud, unconscionability, etc.). (*Rosenthal v. Great Western Fin'l Securities Corp.* (1996) 14 Cal.4th 394, 413-414; *Hotels Nevada v. L.A. Pacific Ctr., Inc.* (2006) 144 Cal.App.4th 754, 758; *Villacreses v. Molinari* (2005) 132 Cal.App.4th 1223, 1230.) There is a strong public policy in favor of arbitration agreements and "doubts concerning the scope of arbitrable issues are to be resolved in favor of arbitration." (*Nyulassy v. Lockheed Martin Corp.* (2004) 120 Cal.App.4th 1267, 1278 (quoting *Ericksen, Arbuthnot, McCarthy, Kearney & Walsh, Inc. v. 100 Oak Street* (1983) 35 Cal.3d 312, 323).)

In the case at bench, there is no dispute as to whether the arbitration agreement exists or whether the dispute is covered by the agreement. Rather the parties disagree as to whether Plaintiff's initiation of arbitration with JAMS and the use of its strike-and-rank process for selection of an arbitrator complies with the terms of the arbitration agreement.

"The fundamental goal of contractual interpretation is to give effect to the mutual intention of the parties. (Civ. Code, § 1636.) If contractual language is clear and explicit, it governs. (Civ. Code § 11638.)" (*Bank of the West v. Superior Court* (1992) 2 Cal.4th 1254, 1264.) Any ambiguity in the language of the arbitration clause must be interpreted against the drafter. (Civ. Code § 1654; *Victoria v. Superior Court* (1985) 40 Cal.3d 734, 745, 747.)

The provision of the agreement at issue reads: "The Parties shall mutually choose a neutral arbitrator by an agreed upon method after arbitration is initiated. If the Parties

cannot agree upon a neutral arbitrator, the Superior Court in the county in which the Employer maintains its principal place of business shall appoint the arbitrator."

Plaintiff's request to arbitrate with JAMS was not in and of itself contrary to the language of the agreement, which does not specify a particular organization to conduct the arbitration. However, the agreement does specify the procedure for selecting a arbitrator in the event that parties are unable to mutually select a neutral arbitrator. (Sagaser Decl., Ex. A, ¶ 8.) Here, the declarations of counsel for both parties indicate the parties have been unable to agree upon the method to choose an arbitrator and unable to agree upon a neutral arbitrator. (Sagaser Decl., ¶¶ 6, 8; Nobles Decl., ¶¶ 6-7.) As such, the agreement requires the selection of the arbitrator be shifted to the court. Defendant interprets this to require the parties' compliance with Code of Civil Procedure section 1281.6, which is consistent with the agreement specifying that the arbitration shall be conducted according to the procedures of the California Arbitration Act.

Section 1281.6 provides in pertinent part,

When a petition is made to the court to appoint a neutral arbitrator, the court shall nominate five persons from lists of persons supplied jointly by the parties to the arbitration or obtained from a governmental agency concerned with arbitration or private disinterested association concerned with arbitration. The parties to the agreement who seek arbitration and against whom arbitration is sought may within five days of receipt of notice of the nominees from the court jointly select the arbitrator whether or not the arbitrator is among the nominees. If the parties fail to select an arbitrator within the five-day period, the court shall appoint the arbitrator from the nominees.

(Code Civ. Proc., § 1281.6.)

Here, neither party has submitted persons they intend to nominate to serve as arbitrator.

In light of the parties' inability to mutually agree on an arbitrator, the court intends to grant defendant's motion to compel arbitration consistent with the terms of the arbitration agreement. The parties are directed to provide to the court a joint list of persons nominated for appointment as arbitrator within 10 days. Pursuant to Code of Civil Procedure section 1281.6, the court will select five persons from that list and provide notice to the parties of the nominees. Should the parties fail to select an arbitrator from the court's nominees within five days, the parties are directed to file with the court a request for the court to appoint the arbitrator from its list of nominees.

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** 7/28/2026.
(Judge's initials) (Date)

(47)

Tentative Ruling

Re: **Nannette Regua v. Sandy Romero Crane**
Superior Court Case No. 24CECG01430

Hearing Date: July 30, 2026 (Dept. 503)

Motion: by Defendant Sandra Crane for Leave to File Cross-Complaint against Plaintiff Nannette Regua

Tentative Ruling:

To deny Defendant Sandra Crane's motion for leave to file a cross-complaint against plaintiff Nannette Regua.

Explanation:

Defendant Sandy Crane ("Crane" or "defendant") seeks leave to file a cross-complaint against plaintiff Nannette Regua. ("Regua" or "plaintiff.")

Pursuant to Code of Civil Procedure section 428.50, subdivision (a), a party is entitled to "file a cross-complaint against any of the parties who filed the complaint or cross-complaint against him or her before or at the same time as the answer to the complaint or cross-complaint." Furthermore, "[a]ny other cross-complaint may be filed at any time before the court has set a date for trial." (Code Civ. Proc., § 428.50, subd. (b).) If a cross-complaint is not filed within these guidelines, it may only be filed with leave of the court, who may grant it "in the interest of justice at any time during the course of the action." (Code Civ. Proc., § 428.50, subd. (c).) Furthermore, under Code of Civil Procedure section 426.50, "[a] party who fails to plead a cause of action subject to the requirements of this article, whether through oversight, inadvertence, mistake, neglect, or other cause, may apply to the court for leave to amend his pleading, or to file a cross-complaint, to assert such cause at any time during the course of the action. The court, after notice to the adverse party, shall grant, upon such terms as may be just to the parties, leave to amend the pleading, or to file the cross-complaint, to assert such cause if the party who failed to plead the cause acted in good faith. This subdivision shall be liberally construed to avoid forfeiture of causes of action."

Cross-complaints may be either permissive or compulsory. (*Crocker Nat. Bank v. Emerald* (1990) 221 Cal.App.3d 852, 863–864; see Code Civ. Proc., §§ 428.10, 428.30 & 428.50.) "Permission to file a permissive cross-complaint is solely within the trial court's discretion." (*Id.* at 864 (citing *Orient Handel v. United States Fid. and Guar. Co.* (1987) 192 Cal.App.3d 684, 701).) In contrast, cross-claims against complainants arising from the same transaction or series thereof, existing at the time of filing an answer, are compulsory. (See, e.g., Code Civ. Proc., §426.30(a); *Al Holding Co. v. O'Brien & Hicks, Inc.* (1999) 75 Cal.App.4th 1310, 1313-14; see also Weil & Brown, *Civ. Pro. Before Trial* (The Rutter Group 2011) ¶¶ 6:516, 6:511 and 6:581.) Leave to file compulsory cross-complaints "shall" be granted where moving parties acted in good faith. (Code Civ. Proc., § 426.50; *Silver Organizations, Ltd. v. Frank* (1990) 217 Cal.App.3d 94, 98-99.)

Plaintiff purchased property with her parents in 2016. At that time, the escrow company made a mistake in drafting the vesting deed. Plaintiff's parents died in 2022 and 2023, respectively, after which Regua discovered the error. Regua brought this action to quiet title to the property. Regua filed a motion for summary adjudication against Crane. On November 19, 2025, this court granted summary adjudication in favor of Regua on her causes of action for quiet title and declaratory relief. (Johnson Dec., ¶13, Ex. H.) Notice of the order granting Regua's motion for summary adjudication was served on Crane on November 19, 2025. (*Id.*)

Crane's proposed cross-complaint "concern alleged control, concealment, and conversion of estate assets following the deaths of Manuel and Victoria Romero." (Crane Decl., ¶13.) The proposed cross-complaint alleges that "The claims asserted herein arise from the handling, control, concealment, and disposition of estate assets and related family property interests and are distinct from the quiet title determination previously addressed by the Court." (X-Comp, ¶ 6.)

Here, Crane has offered no explanation how her claims are related to Regua's quiet title action, or the drafting mistake in 2016 when Regua and her parents purchased property in Fresno, other than that her cross complaint pertains to the same interested parties and property interests. Accordingly, these claims are not compulsory claims, and the court declines to exercise its discretion to grant leave to amend.

Furthermore, Crane has offered no explanation for waiting two years to bring her cross-complaint, and more notably, after this Court has already granted summary adjudication on Regua's claims.

Accordingly, Crane's motion for leave to file a cross-complaint against plaintiff Regua 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: JS **on** 7/28/2026.
(Judge's initials) (Date)

(36)

Tentative Ruling

Re: ***Umpqua Bank v. Sran, et al.***
Superior Court Case No. 25CECG01144

Hearing Date: July 30, 2026 (Dept. 503)

Motion: Plaintiff's Motion to Compel Defendants Megan Saterlee and Kirindeep Sran to Appear for Their Depositions, and for Monetary Sanctions

Tentative Ruling:

To grant. (Code Civ. Proc., § 2025.450.) Defendants Megan Saterlee and Kirindeep Sran are ordered to appear for deposition in person on a date chosen by plaintiff's counsel, within two weeks from service of the order by the clerk, at defense counsel's office. (Code Civ. Proc., § 2025.450, subd. (c)(1).) To impose \$3,572.50 in monetary sanctions against Megan Saterlee and Kirindeep Sran in favor of Colombia Bank, to be paid within 30 days to counsel for Colombia Bank. (Code Civ. Proc., § 2025.450, subd. (g).)

Explanation:

Under Code of Civil Procedure section 2025.450, "If, after service of a deposition notice, a party to the action ... , without having served a valid objection under Section 2025.410, fails to appear for examination, ... the party giving the notice may move for an order compelling the deponent's attendance and testimony..." (Code Civ. Proc., § 2025.450, subd. (a).)

"The motion shall be accompanied by a meet and confer declaration under Section 2016.040, or, *when the deponent fails to attend the deposition ... by a declaration stating that the petitioner has contacted the deponent to inquire about the nonappearance.*" (Code Civ. Proc., § 2025.450, subd. (b), italics added.)

"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." (Code Civ. Proc., § 2025.450, subd. (g)(1).)

Here, plaintiff's counsel noticed the depositions of Megan Saterlee and Kirindeep Sran for January 20, 2026 at 8:30 a.m. and 1:00 p.m., respectively. Defendants did not object to the deposition notices, but requested to reschedule their depositions or conduct the depositions through Zoom. The parties agreed to reschedule the depositions for February 17, 2026. Amended depositions notices were provided. Defendants did not object to the amended deposition notices, but again, requested to reschedule the

depositions. However, despite plaintiff's multiple requests for defendants' availability to reschedule the depositions, defendants failed to respond or otherwise make any further attempt to reschedule the depositions.

Defendants contend that the motion should be denied, because they have no connection or involvement with the operation of the business that is the subject of the action. However, service of a proper deposition notice obligates a party's attendance at deposition. (Code Civ. Proc., § 2025.280, subd. (a).) Although defendants contend that an in-person deposition would impose undue burden due to the distance and their respective scheduling conflicts, they do not contend that the location of the deposition—defense counsel's office, is outside of the statutory geographical limits. Further, defendants' argument that the information would be duplicative is unsupported.

Therefore, defendants are subject to an order compelling them to appear for deposition. They are also subject to sanctions for their willful and unjustified failure to appear for their depositions. As a result, the court will order defendants to appear for their depositions in person on a date chosen by plaintiff's counsel at defense counsel's office. The court will also order defendants pay attorney's fees of \$2,782.50 and costs of \$790. Sanctions against defense counsel does not appear to be warranted.

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 7/28/2026.
(Judge's initials) (Date)

(29)

Tentative Ruling

Re: ***In re: Jaxon Davis***
Superior Court Case No. 26CECG00454

Hearing Date: July 30, 2026 (Dept. 503)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

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

The court sets a status conference for Wednesday, October 28, 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 7/28/2026.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Thompson v. Mattress Firm, Inc. et al.***
Superior Court Case No. 25CECG05614

Hearing Date: July 30, 2026 (Dept. 503)

Motion: (1) By Plaintiff Daniel Thompson to Compel Initial Responses
(2) By Plaintiff Daniel Thompson for Deemed Admissions

Tentative Ruling:

To continue to Wednesday, November 18, 2026, 3:30 p.m. in Department 503. The parties are directed to meet and confer as to whether the present action pending is affected by a related Judicial Council Coordination Proceeding.

Explanation:

Plaintiff Daniel Thompson, an individual and on behalf of himself and all others similarly situated ("Plaintiff") seeks to compel initial responses from defendant Mattress Firm, Inc. ("Defendant") for certain discovery. Defendant submits, among other things, that a motion to compel arbitration is pending. The court takes judicial notice of its own docket. A motion to compel arbitration is filed and pending hearing. Accordingly, good cause would exist to compel responses to discovery only to the extent that the discovery is necessary for the determination of whether an agreement to arbitrate exists or for defenses to enforcement of an agreement to arbitrate.

Nothing in the present papers suggests that the discovery at issue is for the limited purposes of determining whether the matter should proceed in arbitration, for which, an arbitrator would decide these matters. Rather, on brief review of the discovery at issue, the discovery appears to relate to the merits of the action. As Defendant's motion to compel arbitration is not presently before the court, the court takes no stance as to whether arbitration is appropriate. On balance, however and under its inherent powers regarding judicial economy, the court reserves the pending issues, to be heard concurrently with the pending and filed motion to compel arbitration. The matter is continued to November 18, 2026, 3:30 p.m. in Department 503. To the extent that any supplemental briefing may be implicated, the parties are granted leave to file a supplemental opposition and supplemental reply per Code time standards.

Independently, the court notes some concern regarding representations made in opposition. Counsel for Defendant represents that the claims of Plaintiff and his representative action may be the subject of a Judicial Council Coordination Proceeding. The parties are further directed to meet and confer as to whether the action pending will be affected by the Judicial Council Coordination Proceeding.

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

