Tentative Rulings for August 4, 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.*

25CECG01863 ***Rosa Soto v. Mazen Al-Hindi***

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

23CECG04453 ***Alba Hudson v Keith Hudson* is continued to Thursday, August 6, 2026, at 3:30 p.m. in Department 503.**

25CECG00331 ***Rockie Velardes Stevens v Sang Nguyen* is continued to Tuesday, August 18, 2026, at 3:30 p.m. in Department 503.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 503

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(03)

Tentative Ruling

Re:	***Hill v. Brown*** Case No. 23CECG02923
Hearing Date:	August 4, 2026 (Dept. 503)
Motion:	Defendant/Cross-Complainant Price Cars SR, LLC's Motion to Enter Default Judgment against Cross-Defendant Christopher Asher

Tentative Ruling:

To deny Price Cars' motion to enter default judgment against Christopher Asher, without prejudice. (Code Civ. Proc., § 585.)

Explanation:

First, Price Cars has not dismissed all cross-defendants against whom it does not seek default judgment. Under California Rules of Court, Rule 3.1800(a)(7)), a party seeking a default judgment most submit a dismissal of all parties against whom judgment is not sought, or an application for separate judgment against specified parties under Code of Civil Procedure section 579, supported by a showing of grounds for each defendant.

Here, the cross-complaint names not only Asher, but also Cory Brown, dba Artanis Automotive, and Poes 1 to 10 as cross-defendants. Brown has not been served with the cross-complaint, nor has Price taken his default. Nor does Price seek a default judgment against Brown or the other named cross-defendants, and it has not dismissed them from the action. Therefore, the court cannot grant a default judgment against Asher until Price either dismisses the Brown and the Poe cross-defendants, or defaults them and seeks a separate judgment against them.

In addition, plaintiff has not adequately proven up all of the damages, interest, and attorney's fees it seeks. Plaintiff has adequately proven up its actual damages of $35,014.73. However, it also seeks punitive damages of over $105,000, which are triple the actual damages. "In an action for the breach of an obligation *not arising from contract*, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or malice, the plaintiff, in addition to the actual damages, may recover damages for the sake of example and by way of punishing the defendant." (Civ. Code, § 3294, subd. (a), italics added.)

Here, it does appear that Asher is guilty of fraud in misrepresenting that he was going to pay for the vehicle when he apparently had no intention of doing so. In fact, he pled no contest to criminal fraud charges brought against him in Marin County, apparently based on the same transaction at issue here. (See Plaintiff's Request for Judicial Notice, Exhibit A.) However, the defendant's fraud arises out of his breach of the contract for the purchase of the subject vehicle, which means that it falls outside the scope of section 3294. Punitive damages are only available in actions for breaches of obligations *not* arising from a contract. (Civil Code, § 3294, subd. (a).) Since the basis of the present case is breach of the contract for sale of the vehicle, punitive damages are not available.

Also, even assuming that plaintiff can recover punitive damages here, it has not provided any evidence, authorities, or argument that would support its request for punitive damages of three times the amount of actual damages. The request for over $105,000 in punitive damages based on a breach of contract claim that resulted in actual damages of about $35,000 appears on its face to be excessive, even though defendant made misrepresentations when he entered into the sales contract. Therefore, the court will not grant the request for over $105,000 in punitive damages.

In addition, plaintiff has miscalculated the requested interest. Plaintiff seeks over $21,000 in prejudgment interest based on the contract price of $62,470. However, plaintiff admits that its actual damages are $35,014.73, not $62,470. Therefore, interest should be calculated based on the actual damages of $35,014.73. Based on the amount of actual damages, interest up to February 4, 2026 should be $8,928.29, not over $21,000. However, the amount of accrued interest will increase as more time passes before entry of the default judgment.

Plaintiff's request for attorney's fees is also miscalculated. Plaintiff seeks $5,999 in fees based on Appendix A1 of the Fresno Superior Court Local Rules. However, the requested amount is based on the contract price of $62,470, not plaintiff's actual damages of $35,014.73. Using the amount of actual damages, the attorney's fees would be only $3,250.74, not $5,999. Therefore, the court will not award the requested amount of fees.

In summary, the court intends to deny the motion for entry of default judgment without prejudice for multiple reasons, including failure to dismiss all defendants against whom a judgment is not sought, an improper request for excessive punitive damages, improperly calculated interest, and improperly calculated attorney's fees.

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 7/29/2026 .
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***O'Neil v. Warren***
Superior Court Case No. 22CECG00003

Hearing Date: August 4, 2026 (Dept. 503)

Motion: By Plaintiffs to Set Aside February 10, 2026 Order

Tentative Ruling:

To take the matter off calendar. (Code Civ. Proc., § 581.)

Explanation:

Plaintiffs seek an order setting aside the court's February 10, 2026 order. On February 10, 2026 the court issued a minute order taking plaintiffs' motion to cancel a deed off calendar. Notably, the February 10, 2026 order was not a dismissal of the matter.

In fact the entire action was dismissed, without prejudice, on January 29, 2026 when the parties failed to appear following the issuance of an Order to Show Cause on September 17, 2025. As this matter has been dismissed and plaintiffs have not sought or obtained an order setting aside the dismissal on January 29, 2026, the court lacks jurisdiction to hear this motion. Additionally, plaintiffs do not address their failure to appear at the Order to Show Cause hearing heard January 29, 2026.

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 7/31/2026 .
(Judge's initials) (Date)

(37)

Tentative Ruling

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

Hearing Date: August 4, 2026 (Dept. 503)

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

Tentative Ruling:

To grant. (Code Civil Proc., § 877.6.)

Explanation:

Under Code of Civil Procedure, section 877.6, a settlement entered by one or more of several joint tortfeasors may be determined by the court to be in "good faith." The court determines whether a settlement is within the "good faith ballpark" by considering the following factors (evaluated as of the time of the settlement): 1) a rough approximation of plaintiffs' total recovery and the settlor's proportionate liability; 2) the amount paid in settlement; 3) a recognition that a settlor should pay less in settlement than if found liable after a trial; 4) the allocation of the settlement proceeds among plaintiffs; 5) the settlor's financial condition and insurance policy limits, if any; and 6) evidence of any collusion, fraud, or tortious conduct between the settlor and the plaintiffs aimed at making the nonsettling parties pay more than their fair share. (*Tech-Bilt, Inc. v. Woodward–Clyde & Associates* (1985) 38 Cal.3d 488, 499; *Oldham v. California Capital Fund, Inc.* (2003) 109 Cal.App.4th 421, 432 ["In other words, the superior court must understand the size of the settlement pie, how the pie is sliced, and who is getting which slice."].)

A determination that the settlement was made in good faith bars any other joint tortfeasor or co-obligor from further claims against the settling tortfeasor or co-obligor for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault. (Code Civ. Proc. § 877.6, subd. (c).)

All parties required to be noticed have been given notice of this motion and no one has filed an opposition or objected to the settlement. The settlement between defendants M Xpress, Inc. and Narinder Singh on one hand, and plaintiff Henrry Mendoza Ortiz (erroneously named as Henry Mendoza Ortiz) on the other, is found and determined to be in good faith as set forth in Code of Civil Procedure § 877.6. (*Tech-Bilt, Inc. v. Woodward–Clyde & Associates* (1985) 38 Cal.3d 488, 499.)

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 7/31/2026.
(Judge's initials) (Date)

(29)

Tentative Ruling

Re: ***In re: Alexander Fonseca***
Superior Court Case No. 26CU01952

Hearing Date: August 4, 2026 (Dept. 503)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To continue the hearing to Thursday, August 20, 2026, to allow petitioner to address the sole issue set forth below.

Explanation:

The fee agreement provided as an exhibit to the petition is in Spanish. "Exhibits written in a foreign language must be accompanied by an English translation, certified under oath by a qualified interpreter." (Cal. Rules of Court, rule 3.1110(g).) As no translation has been provided, the court cannot approve the compromise at this time. Rather than deny the petition, the court continues the hearing to August 20, 2026, to provide time for petitioner to file a translated version of the agreement.

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 8/3/2026 .
(Judge's initials) (Date)