Tentative Rulings for August 5, 2025
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: ***Wade v. Delivery Response: On Time Parcel, LLC et al.***
Superior Court Case No. 24CECG05530/COMPLEX

Hearing Date: August 5, 2025 (Dept. 503)

Motion: (1) By Defendant Amazon.com Services, LLC on Demurrer to First Amended Complaint
(2) By Defendant Amazon.com Services, LLC to Strike Portions of First Amended Complaint

Tentative Ruling:

To sustain the demurrer, without leave to amend. (Code Civ. Proc. § 430.10, subd. (e).) Defendant Amazon.com Services, LLC is directed to submit a proposed judgment within five days of service of the order by the clerk.

To order the motion to strike off calendar.

Explanation:

Defendant Amazon.com Services, LLC ("Defendant") demurs to the First Amended Complaint ("FAC") filed by plaintiff Murchant Wade ("Plaintiff") on the grounds that the sole cause of action, for violation of Government Code section 12952, fails to state sufficient facts.[1]

On a demurrer a court's function is limited to testing the legal sufficiency of the complaint. A demurrer is simply not the appropriate procedure for determining the truth of disputed facts. (*Fremont Indemnity Co. v. Fremont General Corp*. (2007) 148 Cal.App.4th 97, 113-114.) In determining a demurrer, the court assumes the truth of the facts alleged in the complaint and the reasonable inferences that may be drawn from those facts. (*Miklosy v. Regents of University of California* (2008) 44 Cal.4th 876, 883.) The court must determine if the factual allegations of the complaint are adequate to state a cause of action under any legal theory. (*Barquis v. Merchants Collection Assn.* (1972) 7 Cal.3d 94, 103.)

Contentions, deductions, and conclusions of law, however, are not presumed as true. (*Aubry v. Tri-City Hospital Dist.* (1992) 2 Cal.4th 962, 967.) A plaintiff is not required to plead evidentiary facts supporting the allegation of ultimate facts; the pleading is adequate if it apprises the defendant of the factual basis for the plaintiff's claim. (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6.)

[1] Defendant's Request for Judicial Notice is granted only to the extent that such records exist. The court does not take judicial notice of the truth of the matters asserted therein. (*Steed v. Dept. of Consumer Affairs* (2012) 204 Cal.App.4th 112, 120-121.)

Defendant submits that the sole cause of action fails to exhaust administrative remedies prior to Plaintiff's filing of the action against it. However, it is alleged, and assumed as true for the purposes of demurrer, that on December 19, 2023, Plaintiff filed a Civil Rights Department ("CRD") claim against non-moving defendant Delivery Response: On-Time Parcel, LLC. (FAC, ¶ 25.) It is further alleged, and therefore assumed as true, that on January 28, 2025, Plaintiff amended the CRD claim to include Defendant. (*Id.*, ¶ 26.) Thus, it is generally not contested that Defendant was not named in the initial CRD claim.

Defendant argues that the amended claim does not satisfy Plaintiff's requirement to exhaust administrative remedies because this action was filed before Plaintiff named Defendant to the CRD claim. While it is true that the timely filing of an administrative complaint is a prerequisite to bringing a civil action for damages under the Fair Employment and Housing Act ("FEHA"), Plaintiff did so on December 19, 2023. (*Romano v. Rockwell Internat., Inc.* (1996) 14 Cal.4th 479, 492.) On the same day, Plaintiff obtained a right-to-sue letter. (Zambrano Decl., ¶ 3 and Ex. A.)

It is generally uncontested that the substance of the December 19, 2023 CRD claim is unchanged by the January 28, 2025 amended CRD claim, except as to add Defendant. Thus, as Plaintiff argues in opposition, Defendant's reliance on *Foroudi v. The Aerospace Corporation* is inapposite for the conclusion that a claimant may not later add a new respondent. (*Foroudi v. The Aerospace Corp.* (2020) 57 Cal.App.5th 992, 1004-1005 ["*Foroudi*"]["Because Foroudi's original and first amended DFEH complaints cannot support class and disparate impact theories of recovery, the new allegations in his second amended DFEH complaint are untimely. As a result, Foroudi cannot show he exhausted his administrative remedies with respect to his proposed class and disparate impact claims."]) Rather, as Plaintiff notes, the California Code of Regulations entitles Plaintiff to amend his CRD claim after an investigation is closed. (Cal. Code Regs., tit. 2, § 10022, subd. (d)-(f).)

However, as Defendant alternatively argues, nothing in the December 19, 2023 CRD claim would suggest or support an original claim of vicarious liability. The judicially noticed December 19, 2023 CRD claim shows no indication that Defendant was a responsible party, identifies no individual as having a relationship to Defendant in some regard, and states no allegations directly against Defendant. The December 19, 2023 CRD claim is therefore in contra to established caselaw that would impart notice to Defendant of Plaintiff's claims submitted for review by the CRD. (Gov. Code, § 12960, subd. (c); *see also Cole v. Antelope Valley Union High School Dist.* (1996) 47 Cal.App.4th 1505, 1515, *Alexander v. Community Hospital of Long Beach* (2020) 46 Cal.App.5th 238, 251.) This is not a situation where reference to defendant Delivery Response, On-Time Parcel, LLC clearly implicates Defendant as a respondent. (*Compare Clark v. Superior Court* (2021) 62 Cal.App.5th 289, 305-306.) Thus, while Plaintiff suggests that no new facts or legal theories were introduced, this is incorrect. Merely naming Defendant to the claim implied both a new fact and legal theory arising under vicarious liability, vitiating the applicability of the relation-back doctrine. Accordingly, the court finds that the FAC fails to allege sufficient facts to demonstrate an exhaustion of administrative remedies as to Defendant.

For the above reasons, the demurrer to the FAC as it pertains to Defendant is sustained, without leave to amend. Consequently, and because Defendant failed to remit a filing fee for the alternative motion to strike, the motion to strike portions of the FAC is ordered 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 8/4/2025.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Baltierra v. American Honda Motor Co., Inc.***
Superior Court Case No. 24CECG03804

Hearing Date: August 5, 2025 (Dept. 503)

Motion: By Plaintiffs to Compel Further Responses

Tentative Ruling:

To grant in part and compel a further response to Request for Production, Set One, Requests No. 16, and to produce all relevant documents within 10 days of service of the order by the clerk. To deny on all other grounds.

Explanation:

Plaintiffs Everardo Baltierra and Raquel Haro de Baltierra (together "Plaintiffs") seek to compel further responses to Requests for Production Nos. 8, 16, 23 through 28, 30, and 31. According to Plaintiffs, the requests are based on three general categories. As to Request No. 8, this seeks documents related to Plaintiffs' vehicle; as to Request No. 16, and 23 through 28, these seek written warranties, and policies and procedures as to warranty coverage, including customer interactions; and as to Request No. 30 and 31, these seek knowledge of the same or similar defects in other vehicles.

Plaintiffs submit that good cause exists to overrule the objections lodged by defendant American Honda Motor Co., Inc. ("Defendant") to these disputed requests. Plaintiffs argue that the Song-Beverly Act, upon which this action rests, requires Defendant to disclose the information Plaintiffs now seek.

Defendant opposes. Defendant opposes on the ground, as to all disputed requests except Request No. 30, that it has either produced all documents in spite of objections, or in the case of Request No. 8, 27 and 31, no documents responsive to the request exists after reasonable inquiry. (*See generally* Gopstein Decl., Ex. 4.) Defendant submits that, in spite of the objections raised, it produced all documents in full, as required and in compliance of, Code of Civil Procedure section 871.26.

Upon review of Defendant's responses however, the language upon which Defendant rests in opposition appears only as to Request No. 16, which itself is not clear. Defendant's response states "Subject to and without waiving these objections, the requested production will be allowed in whole and all documents in the requested category that are in the possession, custody, or control of [Defendant], and to which no objection is being made, will be included in the production…" (Gopstein Decl., Ex. 4, p. 13 [emphasis added].) Contrary to Defendant's present position, its response does indicate that there is a reservation based on objections lodged. To the extent Defendant maintains that all documents have been produced in spite of the objections, Defendant may amend its response, verified, to indicate as much. The motion is granted as to Request No. 16.

As to Request No. 8, 27, and 31, Defendant's responses clearly indicate that after diligent search and reasonable inquiry, no documents responsive to the request exists. This is a Code-compliant response. (Code Civ. Proc., § 2031.230.) While no verification of Defendant's response was put into evidence by any party, neither do Plaintiffs seek relief on the grounds that responses were not verified. If no documents exist to the requests made, there is no further response to compel. The motion is denied as to Requests No. 8, 27, and 31.

As to Request No. 23 through 26 and 28, these responses indicate that after diligent search and reasonable inquiry, no documents exist responsive to the requests, but that Defendant would nevertheless produce what it believed was the intended requested document. The requests in question are of the general nature of the following: "Any DOCUMENT which refers or relate[s] to YOUR Warranty Policy and Procedure Manuals provided to YOUR authorized repair facilities with respect to how to determine whether repairs should be covered under warranty from 2020 to the present." Taken in context, where other responses refer to "warranty", "policy", "procedure", and "manuals" in lower case, Defendant's implied interpretation of the requests as referencing a document titled "Warranty Policy and Procedure Manuals" is not unwarranted. In spite of that interpretation, Defendant nevertheless produced documents responsive to what it believed was being requested. Plaintiffs' Requests were drafted with this ambiguity and vulnerability of interpretation. As the primary responses to these requests are that no documents responsive to the requests exists after diligent search and reasonable inquiry, these are also Code-compliant. (Code Civ. Proc., § 2031.230.) The motion is denied as to Request No. 23 through 26, and 28.

Finally, Request No. 30 seeks:

> All DOCUMENTS, in the form of a list or compilation, of other Customer Complaints in YOUR electronically stored information of database(s) that are SUBSTANTIALLY SIMILAR to complaints made by Plaintiff with respect to the SUBJECT VEHICLE in other 2023 Honda Civic vehicles.
>
> "SUBSTANTIALLY SIMILAR" shall mean similar customer complaint[s] that would be in the same nature of the reported system, malfunction, trouble code, Technical Service Bulletin Recommendation, dashboard indicator light, or other manifestation of a repair problem, as description [sic] listed in any warranty summary or repair order for the SUBJECT VEHICLE. [The customer complaints in this matter can be found in Defendant's warranty hi[]story/summary and within the line items of the repair orders created at Defendant's authorized repair facility. If YOU are having issues determining Plaintiff[s'] Complaints, Plaintiff[s are] willing to meet and confer and list out the specific complaints and the language used to describe them. This should not include any routine or scheduled maintenance items.]

Defendant objected on the grounds of vagueness, ambiguity, overbreadth, and relevance. Defendant further noted that the term "complaints made by Plaintiff[s]" is not defined, described, or otherwise explained in the request, without which, constitutes a vague and ambiguous request. Defendant further asserted the rights of privacy, and confidentiality.

The request is vague and ambiguous. As Defendant's objection notes, the request left Defendant to speculate as to what issues Plaintiffs specifically complained. Plaintiffs imply some expectation as to this, inviting meet and confer on the matter. On meet and confer, Plaintiffs did nothing to clarify what their specific complaints are, instead they provided generic statements of law. (Gopstein Decl., Ex. 5 [addressing only the issue of relevance].) In response, Defendant asked Plaintiffs to respond, not with generic statements of law, but with arguments specific to the responses made in this case. (*Id.*, Ex. 6.) Plaintiffs served a second letter, again only to make generic statements of law. (*Id.*, Ex. 7 [addressing, again, only the issue of relevance].) Throughout the meet and confer process, not once did Plaintiffs attempt to clarify any aspect of any request despite Plaintiffs' invitations to do so. Without proper meet and confer, Defendant is inappropriately left to speculate as to classes of documents that may or may not be responsive. Accordingly, the request is not sufficiently particular, and the objection of ambiguity is sustained. The motion is denied as to Request No. 30.[2]

Plaintiffs argue for sanctions. However, Plaintiffs' notice does not state an intent to seek sanctions. Moreover, Plaintiffs' haphazard meet and confer efforts and pleadings are circumstances that would make the imposition of sanctions unjust. (Code Civ. Proc., § 2031.310, subd. (h).)

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 8/4/2025.
(Judge's initials) (Date)

[2] The court notes that in a similar "lemon law" case, evidence of non-warranty repairs to the plaintiff's vehicle was relevant and admissible, as it had a tendency to establish that the transmission problems were not repaired in conformity with the warranty. (*Donlen v. Ford Motor Co*. (2013) 217 Cal.App.4th 128, 148-149 ["*Donlen*"].) *Donlen* also found that the trial court did not err when it admitted evidence of other customers' vehicles of the same make and model with similar transmission problems. While *Donlen* was not a Discovery Act case, its holding is nevertheless applicable to the issue of whether the same type of evidence that Plaintiffs now seek is relevant and admissible.