

Tentative Rulings for August 27, 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.*

22CECG01009	<i>Rodriguez v. Valleywide Farm Labor, Inc., et al.</i> (all counsel to appear; Zoom permitted) (Dept. 502)
25CECG03381	<i>Lopez v. Villarruel</i> (Dept. 502)

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

24CECG02710	<i>Amescua v. Central California Blood Center</i> is continued to Thursday, October 1, 2026, at 3:30 p.m. in Department 502.
25CECG02550	<i>Smith v. Nationwide Mutual Insurance Company</i> is continued to Thursday, October 1, 2026, at 3:30 p.m. in Department 502.
25CECG03512	<i>Nutrien Ag Solutions, Inc. v. Sran Family Orchards, Inc.</i> is continued to Thursday, October 1, 2026, at 3:30 p.m. in Department 502.

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Tentative Ruling

Re: ***Williams v. Kaiser Foundation Hospitals***
Superior Court Case No. 24CECG05132

Hearing Date: August 27, 2026 (Dept. 502)

Motion: 1) By Defendant to Seal
2) By Defendant to Compel Arbitration and Stay the Matter
Pending Arbitration

Tentative Ruling:

To grant defendant's motion to seal. (Cal. Rules of Court, rule 2.550(c).) Defendant is to file a proposed order consistent with this ruling within seven days of service of the minute order by the clerk.

To grant defendant's motion to compel arbitration and stay the matter pending arbitration.

Explanation:

SEAL

Under California Rules of Court, rule 2.550, "Unless confidentiality is required by law, court records are presumed to be open." (Cal. Rules of Court, rule 2.550(c).) "A record must not be filed under seal without a court order. The court must not permit a record to be filed under seal based solely on the agreement or stipulation of the parties." (Cal. Rules of Court, rule 2.551(a).)

"A party requesting that a record be filed under seal must file a motion or an application for an order sealing the record. The motion or application must be accompanied by a memorandum and a declaration containing facts sufficient to justify the sealing." (Cal. Rules of Court, rule 2.551(b)(1).)

The court must make certain express findings in order to seal records. Specifically, the court must find that the facts establish:

- (1) There exists an overriding interest that overcomes the right of public access to the record;
- (2) The overriding interest supports sealing the record;
- (3) A substantial probability exists that the overriding interest will be prejudiced if the record is not sealed;
- (4) The proposed sealing is narrowly tailored; and
- (5) No less restrictive means exist to achieve the overriding interest.

(Cal. Rules of Court, rule 2.550(d).)

Also, “[a]n order sealing the record must: (A) Specifically state the facts that support the findings; and (B) Direct the sealing of only those documents and pages, or, if reasonably practicable, portions of those documents and pages, that contain the material that needs to be placed under seal. All other portions of each document or page must be included in the public file.” (Cal. Rules of Court, rule 2.550, subd. (e)(1)(A), (B).)

Pursuant to the Health Insurance Portability and Accountability Act and the California Confidentiality of Medical Information Act, the home address of the decedent is protected health information. (45 C.F.R. 164.502 (a)(1)(i), (b); Civ. Code § 56.10(b)(7).) As such, there exists an overriding interest which overcomes the right of public access. This overriding interest supports sealing the record. That interest will be prejudiced if the protected health information is not sealed. The proposed sealing is narrowly tailored to the protected health information. No less restrictive means exists to achieve the interest.

COMPEL ARBITRATION

A trial court is required to grant a motion to compel arbitration “if it determines that an agreement to arbitrate the controversy exists.” (Code Civ. Proc., § 1281.2.) However, there is “no public policy in favor of forcing arbitration of issues the parties have not agreed to arbitrate.” (*Garlach v. Sports Club Co.* (2012) 209 Cal.App.4th 1497, 1505) “Thus, in ruling on a motion to compel arbitration, the court must first determine whether the parties actually agreed to arbitrate the dispute.” (*Mendez v. Mid-Wilshire Health Care Center* (2013) 220 Cal.App.4th 534, 541.)

The party moving to compel arbitration bears the burden of proving by a preponderance of the evidence the existence of an arbitration agreement. (*Fleming v. Oliphant Financial, LLC* (2023) 88 Cal.App.5th 13, 18; *Lane v. Francis Capital Management LLC* (2014) 224 Cal.App.4th 676, 683.) After the moving party establishes the existence of an arbitration agreement between the parties, then the burden shifts to the opposing party to show that the agreement is otherwise unenforceable. (*Condee v. Longwood Management Corp.* (2001) 88 Cal.App.4th 215, 219.)

Here, there is no real dispute that an arbitration agreement exists. Plaintiff argues that the agreement does not cover the claims here, asserting that the claims allege a failure to discharge custodial care responsibilities to a dependent adult. Plaintiff asserts these cannot be compelled to arbitration.

The arbitration provision at issue provides that any dispute shall be submitted to binding arbitration where the “claim arises from or is related to an alleged violation of any duty incident to or arising out of or relating to [the] EOC or a Member Party’s relationship to [the Health Plan]...irrespective of the legal theories upon which the claim is asserted.” (Garcia Decl., Exh. A, p. 78.)

Defendant argues that the Medicare Act, the Employee Retirement Income Security Act (“ERISA”), and the Federal Arbitration Act (“FAA”) preempt Health and Safety Code section 1363.1 here. Health and Safety Code section 1363.1 addresses disclosures required for health care service plans that include arbitration provisions. Decedent had Senior Advantage coverage with defendant. (Adkins Decl., ¶ 3;

Covarrubio Decl., ¶ 4.) This coverage plan is subject to federal regulation under the Medicare Act. (42 U.S.C. §§ 1395 et seq.; 42 C.F.R. §§ 422.1 et seq.) Plaintiff has not challenged that these Acts preempt Health and Safety Code section 1363.1.

Plaintiff instead argues that the allegations in the complaint of custodial neglect are consistent with the definition of neglect under the Elder Abuse Act. Plaintiff argues that the California Supreme Court's decision in *Holland v. Silverscreen Healthcare, Inc.* (2025) 18 Cal.5th 364 controls here. In *Holland*, the court was considering whether a patient-provider agreement might bind the patient's heirs in a *wrongful death action* where the heirs had not agreed to arbitrate. (*Id.* at p. 370.) The court noted that not every type of wrongful death claim against a healthcare provider would come under the purview of *Ruiz v. Podolsky* (2010) 50 Cal.4th 838. (*Id.* at p. 371.) The California Supreme Court had found in *Ruiz* that the Medical Injury Compensation Reform Act's malpractice arbitration provision allowed patients to bind their heirs in wrongful death actions. (*Ruiz v. Podolsky, supra*, 50 Cal.4th at p. 854.) In August of 2025, the California Supreme Court clarified that *Ruiz* and Code of Civil Procedure section 1295 do not so bind nonsignatories where a *wrongful death claim* is made premised on alleged deficiencies in a nursing facilities provision of custodial care. (*Holland v. Silverscreen Healthcare, Inc., supra*, 18 Cal.5th at p. 371.)

Here, plaintiff has not alleged wrongful death aside from listing it as a cause of action in the caption of the Complaint. In order to plead wrongful death, a plaintiff must allege a negligent or wrongful act, the resulting death, and the damages suffered by the heirs. (*Faiaipau v. THC-Orange County, LLC* (2025) 340 Cal.Rptr.3d 272, 280.) For a wrongful death claim, the relevant acts are those which caused the death, "not any acts that caused other injuries to [decedent] before her death." (*Ibid.*) As pled, the Complaint does not allege either decedent's death or the acts which caused it. Therefore, the court is not in a position to assess whether a wrongful death claim is premised on custodial neglect or professional negligence.

This case is also distinguishable from *Holland*. The court in *Holland* noted "potential for confusion" in health care facilities, such as skilled nursing homes, where the providers perform custodial functions and provide medical treatment. (*Holland v. Silverscreen Healthcare, Inc., supra*, 18 Cal.5th at p. 379.) *Holland* acknowledged that hospitals and doctor's offices present a contrast because patients typically seek medical treatment and are discharged after receiving that treatment. (*Ibid.*) Here, defendant is a hospital, not a skilled nursing facility. (Complaint, ¶ 12.) Plaintiff alleged treatment in November 2022, March 2023, November 2023, and December 2023. (Complaint, ¶¶ 18, 21, 25, 27.) While plaintiff makes general assertions that decedent received long-term care with defendant, the supporting facts suggest four distinct hospital admissions. (*Ibid.*)

Further, *Holland* does not address the question of preemption by the Medicare Act, ERISA, or FAA. (See *Holland v. Silverscreen Healthcare, Inc., supra*, 18 Cal.5th 364.) Nor does it address whether survival claims based on custodial neglect cannot be compelled to arbitration. (*Id.* at fn. 1.)

Defendant has met its burden of showing the existence of an arbitration agreement covering the claims alleged in the complaint. The motion to compel is granted and the matter is stayed pending arbitration.

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Tentative Ruling

Re: ***Gill v. Fresno Community Hospital and Medical Center et al.***
Superior Court Case No. 23CECG05021

Hearing Date: August 27, 2026 (Dept. 502)

Motion: By Defendant Sharon Kopacz, M.D. for Summary Judgment

Tentative Ruling:

To continue the hearing on the motion for summary judgment to December 3, 2026 at 3:30 p.m. in Department 502. The deadlines for opposition and reply papers will remain the same as for the original hearing date with respect to Manpreet Gill.

Counsel of record for plaintiff Yawinder Singh, Ikuta, Hemesath LLP, is directed to file and serve the proof of service of the order granting its motion to be relieved as counsel for Yawinder Singh within five days.

Explanation:

On February 19, 2026, the court granted a motion to withdraw filed by Ikuta Hemesath, LLP ("Ikuta"), then-counsel for plaintiff Yadwinder Singh ("Singh"). However, withdrawal would only be effective upon filing the proof of service of the order granting the motion to be relieved as counsel. Ikuta has not filed the proof of service. Accordingly, Ikuta remains counsel of record, and Singh remains represented.

On April 1, 2026, defendant Sharon Kopacz, M.D. ("Defendant") filed the present motion for summary judgment ("MSJ"). The proof of service for the MSJ indicates that Singh was served in pro per. At the time of service, Ikuta was, and presently is, still the counsel of record for Singh. Therefore, service is defective as to Singh.¹ (Cal. Rules of Ct., rule 1.21(a), (c).)

In the likely event that Ikuta intended to give effect to the court's order of relief, and due to the court's impacted docket, the court finds good cause for a continuance. Hearing on the present motion is continued to December 3, 2026, 3:30 p.m. in Department 502 with the deadlines for opposition and reply remaining the same for Manpreet Gill. Ikuta is ordered to file the requisite proof of service terminating representation within five days. Additionally, Defendant will take appropriate measures to effect service on Singh.

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 The court notes that the proof of service indicates service on Ikuta as to plaintiff Manpreet Gill only.

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Tentative Ruling

Re: ***Stevens v. Grand Fitness Mgmt LLC et al.***
Superior Court Case No. 24CECG04662

Hearing Date: August 27, 2026 (Dept. 502)

Motion: Motion for Summary Judgment

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:  on 8-26-26 .
(Judge's initials) (Date)