

Tentative Rulings for September 24, 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.

24CECG01939	A. <i>Torrez v. FCA US LLC</i> is continued to Thursday, October 29, 2026, at 3:30 p.m. in Department 503.
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(Tentative Rulings begin at the next page)

Tentative Rulings for Department 503

Begin at the next page

(20)

Tentative Ruling

Re: ***Carter v. A-Plus Real Estate Management, Inc., et al.***
Superior Court Case No. 23CECG05044

Hearing Date: September 24, 2026 (Dept. 503)

Motion: Default Prove-Up

Tentative Ruling:

To deny.

Explanation:

Plaintiff asserts various claims against A-Plus Real Estate Management, Inc., dba A+ Property Management, run and managed by the various individual defendants. Plaintiff alleges that he and his mother contracted with A-Plus to manage their rental properties and collect rents. In November of 2022 A-Plus ceased depositing rents into plaintiffs' bank account, stealing the money. Plaintiffs assert various causes of action, including theft pursuant to Penal Code § 496(c), breach of contract, fraud and conversion.

All defendants have either been dismissed or defaulted, having failed to respond to the complaint. Default judgment must be denied, however, for two reasons.

Plaintiff seeks \$15,187.50 in attorney fees pursuant to Penal Code section 496(c) and Welfare and Institutions Code section 15657.5(a). Attorneys John Migliazzo and Jordan Scrivner seek fees at "fair market value" billing rates of \$450 and \$300 per hour respectively. However, they do not state whether these are the rates their time is actually billed to their client, or if they are working on a contingency basis (in which case they would not have real billing rates). Counsel should clarify this in any future submission. The court generally finds the reasonable hourly rate to be the rate the client actually pays, if there is a paying client.

The primary problem with the application is that no actual evidence of plaintiff's damages is submitted.

The court is required to render default judgment only "for that relief ... as appears by the evidence to be just." (Code Civ. Proc., § 585, subd. (b).) Therefore, it is up to plaintiff to "prove up" the right to relief, by introducing sufficient evidence to support plaintiff's claim. Without such evidence, the court may refuse to grant a default judgment for any amount, notwithstanding defendant's default. (*Taliaferro v. Hoogs* (1963) 219 Cal.App.2d 559; *Holloway v. Quetel* (2015) 242 Cal.App.4th 1425, 1434-1435 [trial court did not err in refusing to enter default judgment for pro per plaintiff who failed to submit appropriate supporting documentation].) Prima facie evidence of damages is required. (*Kim v. Westmoore Partners, Inc.* (2011) 201 Cal.App.4th 267, 288.) The facts stated in the declaration shall be within the personal knowledge of the affiant and shall be set forth

with particularity, and each affidavit shall show affirmatively that the affiant, if sworn as a witness, can testify competently thereto." (Code Civ. Proc., § 585, subd. (d).)

Here, plaintiff merely states,

... Mr. Carter is owed approximately \$7,140 in rent collected but not received, \$2,400 in tenant security deposits, and \$1,200 in reserve funds, for a total of \$10,740, The Trust is owed approximately \$47,963.54 in rent collected but not received and \$10,310 in tenant security deposits across four properties, for a total of \$58,273.54.

(Carter Dec., ¶ 13.)

Simply stating in a declaration "defendant owes me \$X" is not adequate. Plaintiff must submit admissible documentary evidence establishing the amounts owed by A-Plus.

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** 9/21/2026 .
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Chaoui v. 712 Financial Service LLC***
Superior Court Case No. 25CECG01784

Hearing Date: September 24, 2026 (Dept. 503)

Motion: By Defendant/Cross-Complainant 712 Financial Services LLC to Compel Plaintiff Khalid Chaoui's Responses to Form Interrogatories (Set Two); to Deem Admissions Admitted; and for Monetary Sanctions

Tentative Ruling:

To grant defendant/cross-complainant's motion to compel for Form Interrogatories (Set Two). Plaintiff/cross-defendant Khalid Chaoui is ordered to serve verified responses, without objections, to defendant/cross-complainant within 30 days of service of the minute order by the clerk.

To grant defendant/cross-complainant's request to deem Requests for Admissions admitted. The truth of the matters specified in the Requests for Admissions, Set One, are to be deemed admitted unless plaintiff Khalid Chaoui serves, before the hearing, a proposed response to the Requests for Admission that is in substantial compliance with Code of Civil Procedure section 2033.220.

To grant monetary sanctions against plaintiff/cross-defendant Khalid Chaoui in the total amount of \$645. Monetary sanctions are ordered to be paid to Clovis Law Group LLP within 30 calendar days from the date of service of the minute order by the clerk.

Explanation:

Motions to Compel

Plaintiff/cross-defendant has had sufficient time to respond to the discovery propounded by defendant/cross-complainant, and has not done so. Failing to respond to discovery within the 30-day time limit waives objections to the discovery, including claims of privilege and work product protection. (Code Civ. Proc., § 2030.290, subd. (a) [interrogatories]; Code Civ. Proc., § 2031.300, subd. (a) [production demands]; see *Leach v. Superior Court* (1980) 111 Cal.App.3d 902, 905–906.) Here, no responses have been received.

Requests for Admissions

Defendant/cross-complainant served Requests for Admissions on plaintiff/cross-defendant on May 27, 2026. As of July 17, 2026, no responses had been received. The court has no information that any responses have been received as of the date of this ruling.

Failure to timely respond to requests for admissions results in a waiver of all objections to the requests, and upon proper motion the court *shall* deem them admitted. (Code Civ. Proc., § 2033.280.) The statutory language leaves no room for discretion. (*Tobin v. Oris* (1992) 3 Cal.App.4th 814, 828.) However, the court may relieve the party who fails to file a timely response if, before entry of the order deeming the requested matters admitted, the party in default 1) moves for relief from waiver and shows that the failure to serve a timely response was due to “mistake, inadvertence or excusable neglect; and 2) the party has served a response in “substantial compliance with Code of Civil Procedure Section 2033.220. (Code Civ. Proc., § 2033.280(a)-(c); see *Brigante v. Huang* (1993) 20 Cal.App.4th 1569, 1584.) Here, no responses have been received to date.

Sanctions

Regarding the interrogatories, where a party seeks monetary sanctions, the court “shall” impose such a sanction against the unsuccessful party, unless the court finds that party acted with substantial justification or other circumstances would render such sanctions as unjust. (Code Civ. Proc., § 2030.290, subd. (c).) Sanctions are mandatory against a party whose failure to respond timely necessitates a motion to deem admitted. (Code Civ. Proc., § 2033.280, subd. (c).) Pursuant to California Rules of Court, Rule 3.1030(a), this also applies where no opposition to the motion was filed. The court finds it reasonable to order monetary sanctions in the reduced amount of \$645, to include 1.5 hours at \$350 per hour in preparing the motions and \$120 in filing 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** 9/22/2026.
(Judge's initials) (Date)

(46)

Tentative Ruling

Re: ***Jesus Navarro v. Jacobo Farm Services, Inc.***
Superior Court Case No. 24CECG04061

Hearing Date: September 24, 2026 (Dept. 503)

Motion: by Plaintiff for Preliminary Approval

Tentative Ruling:

To deny, without prejudice.

Explanation:

The court intends to deny without prejudice the motion for preliminary approval of the class action settlement. No class has been certified in this action, and plaintiff does not request certification of a provisional settlement class in connection with the present motion. Where settlement occurs before certification, certification and settlement approval may occur simultaneously. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.)

Plaintiff Jesus Navarro ("plaintiff") filed his putative class action on behalf of himself and of a class of similarly situated individuals, alleging multiple wage and hour violations. However, a review of the procedural history of this action and of the declaration of Stan Mallison in support of this motion reveals that the court has not entered an order certifying a class. While the absence of an earlier certification order itself is not fatal, no request to simultaneously certify a class has been made with this motion for preliminary approval.

California Rules of Court rule 3.769(d) permits the court to certify a provisional settlement class in conjunction with preliminary approval, but the rule does not eliminate the requirement that certification be supported by the requisite showing. The burden of establishing the propriety of class treatment rests with the party seeking certification. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326.) Plaintiff bears the burden of establishing the propriety of class treatment with admissible evidence. (*Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470 [trial court's ruling on certification supported by substantial evidence generally not disturbed on appeal]; *Lockheed Martin Corp. v. Superior Court* (2004) 29 Cal.4th 1096, 1107-1108 [plaintiff's burden to produce substantial evidence].)

Here, plaintiff has not requested class certification, either prior to the settlement or simultaneously with this motion. Plaintiff has not satisfied his burden to establish the class for certification, as no admissible evidence establishing the propriety of class treatment has been submitted. Accordingly, the court lacks an adequate basis on the present motion to make any independent certification determination as contemplated by rule 3.769(d).

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** 9/22/2026.
(Judge's initials) (Date)

(47)

Tentative Ruling

Re: ***Rosa Soto v. Mazen Al-Hindi***
Superior Court Case No. 25CECG01863

Hearing Date: September 24, 2026 (Dept. 503)

Motion: Plaintiffs' Motion to Enforce Settlement

Tentative Ruling:

To grant plaintiffs' Motion to enforce settlement. Plaintiffs are directed to submit to this court, within 10 days of service of the minute order adopting this tentative ruling, a proposed judgment.

Plaintiffs are also currently entitled to \$2,000 in attorney fees.

Explanation:

Plaintiffs Rosa Soto ("Soto") and Yasaman Lajevardi ("Lajevardi") (collectively, "plaintiffs") make this motion to enforce settlement, arguing that defendants Allure Medical Spa, A Medical Corporation; Silver Care Medical Management, Inc.; Kailo Health, Inc.; Al-Hindi Properties LLC; Mazen Al-Hindi; Leila Al-Hindi; Dina Ibrahim; and Hipolito Mariano (collectively, "Defendants") are in breach of their Settlement Agreements. Each plaintiff entered separate fully executed Confidential Settlement and General Release Agreements with Defendants on November 3, 2025 (collectively, the "Settlement Agreements"). (Shoar Decl., ¶12, Exs. A & B.)

Under each Settlement Agreement, Defendants agreed to pay each respective Plaintiff a total of \$135,000.00, structured as follows:

- First Payment (due within 30 days of the Effective Date): Two checks totaling \$100,000.00.
- Second Payment (due within 120 days of the Effective Date): Two checks totaling \$35,000.

Defendants remitted the first installment payments under both Settlement Agreements. The second and final installment payments under both Settlement Agreements were due within 120 days of the Effective Date, on or before approximately March 3, 2026. Defendants requested an extension to pay the second tranche on April 10, 2026. However, to date, the second tranche has not been paid. (Shoar Decl., ¶¶ 4-7.)

Plaintiffs seek to enforce settlement as follows:

- a) Under the Soto Settlement Agreement: (1) \$20,075.96 payable to Rosa Soto; and (2) \$14,924.04 payable to Bruno & Associates, for a total second installment of \$35,000.00.

- b) Under the Lajevardi Settlement Agreement: (1) \$20,075.96 payable to Yasaman Lajevardi; and (2) \$14,924.04 payable to Bruno & Associates, for a total second installment of \$35,000.00.

The combined amount owed as the second installment across both Settlement Agreements is \$70,000.00.

The motion is unopposed.

Enforcement of settlement agreements is governed by Code of Civil Procedure section 664.6. This statute provides, in relevant part:

If the parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

(Code Civ. Proc. § 664.6(a).)

The Court is empowered under this section to resolve reasonable disputes over the terms of a settlement. (*Machado v. Myers* (2019) 39 Cal.App.5th 779, 795.) The Court does not insert provisions into the parties' agreement but applies the rules of contractual interpretation to interpretation of the settlement. (*Id.* at 792.) When extrinsic evidence is necessary, the Court may decide the motion on declarations alone. (*Richardson v. Richardson* (1986) 180 Cal.App.3d 91, 97.)

The Court considers Defendants' non-opposition to be a concession to plaintiffs' motion on the merits. Accordingly, judgment shall enter against defendants, jointly and severally, in the amount of \$20,075.96 to Soto and \$14,924.04 to Bruno & Associates. Attorney's fees of \$2,000 are awarded to plaintiff, as no reply and appearance were required. (See Shoar Decl., ¶ 10.)

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 9/22/2026.
(Judge's initials) (Date)

(41)

Tentative Ruling

Re: ***Jonathan Reiter v. ACDF, LLC***
Superior Court Case No. 25CECG03814

Hearing Date: September 24, 2026 (Dept. 503)

Motion: By Plaintiff for Summary Adjudication

Tentative Ruling:

To deny plaintiff's motion for summary adjudication. (Code Civ. Proc., § 437c.)

Explanation:

On August 14, 2025, plaintiff Jonathan Reiter (Plaintiff) filed a complaint against nine entity defendants, including Maricopa Orchards, LLC (Maricopa,) and also named a tenth defendant, "FARID ASSEMI [Assemi], in his individual capacity and as an agent, member, manager and/or trustee of co-defendants (and his affiliates and related parties)." The complaint has eleven causes of action against the nine entity defendants and Assemi (together, Defendants), with some claims alleged against Maricopa only, and others alleged against all Defendants. Plaintiff generally bases his claims on the following three written agreements attached to the complaint as exhibits: (1) Commission Agreement (exs. A, A-1, A-2); (2) Severance Agreement (ex. B); and (3) Consultant Agreement (ex. C).

Defendants answered the complaint on October 16, 2025, and also alleged 36 separate affirmative defenses. Plaintiff now moves "for summary adjudication with respect to the RWE Property (as defined below)." (Ntc., p. 1:27-28.)

Law Governing Summary Judgment and Summary Adjudication

A motion for summary judgment is generally directed toward an entire action or pleading. (Code Civ. Proc., §437c, subd. (a).) By comparison "[a] party may move for summary adjudication as to one or more causes of action within an action" (Code Civ. Proc., § 437c, subd. (f)(1).) "A motion for summary adjudication shall be granted only if it completely disposes of a cause of action, an affirmative defense, a claim for damages, or an issue of duty." (*Ibid.*) "A motion for summary adjudication may be made by itself or as an alternative to a motion for summary judgment and shall proceed in all procedural respects as a motion for summary judgment." (Code Civ. Proc., § 437c, subd. (f)(2).)

Code of Civil Procedure section 437c provides that summary judgment "shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." (Code Civ. Proc., § 437c, subd. (c).) A plaintiff may move for summary judgment when the plaintiff

contends there is no defense to the cause of action. (Code Civ. Proc., § 437c, subd. (a).) A plaintiff meets the burden of showing there is no defense by proving each element of the cause of action. (Code Civ. Proc., § 437c, subd. (p)(1).) The burden then shifts to the defendant to show that a triable issue of one or more material facts "exists as to that cause of action or a defense thereto." (*Ibid.*)

The trial court must "carefully scrutinize the moving party's papers and resolve all doubts regarding the existence of material, triable issues of fact in favor of the party opposing the motion." (*Connelly v. County of Fresno* (2006) 146 Cal.App.4th 29, 36.) The court must strictly construe the moving party's declarations and liberally construe the opposing party's declarations. (*Villacres v. ABM Industries Inc.* (2010) 189 Cal.App.4th 562, 575 [affirming trial court's granting of employer's summary judgment motion]; *Binder v. Aetna Life Ins. Co.* (1999) 75 Cal.App.4th 832, 839 [reversing summary judgment where evidence suggested strong possibility trier of fact would resolve issues in favor of moving defendant, but not necessarily so].) "A triable issue of fact is created when the evidence reasonably permits the trier of fact, under the applicable standard of proof, to find the purportedly contested fact in favor of the party opposing the motion." (*Loomis v. Amazon.com LLC* (2021) 63 Cal.App.5th 466, 475 [reversing summary judgment where genuine issues of material fact existed on consumer's strict products liability claim].)

The Issues Framed by the Pleadings

"The pleadings delimit the issues to be considered on a motion for summary judgment." (*Turner v. State of California* (1991) 232 Cal.App.3d 883, 891.) Plaintiff fails to provide notice based on the causes of action in his complaint. Instead, Plaintiff moves for summary adjudication "with respect to the RWE Property." Also, Plaintiff addresses his motion to "all Defendants" with no further definition. In his reply, Plaintiff contends his motion is limited to a discrete issue regarding two of the named Defendants:

This MSA is about a discrete, completed transaction: five legal parcels (assessor parcel numbers or "APNs") comprising the RWE Property, owned by only two Defendants – Maricopa Orchards, LLC ("Maricopa") and C & A Farms, LLC ("C & A") – and sold to RWE on October 14, 2025. That is how Plaintiff framed the MSA in the first place, and that is the only issue Plaintiff asks the Court to adjudicate now. The remaining properties, entities, and disputes raised in the Complaint are outside the MSA and can be litigated later.

(Rpy., p. 2:1-6.)

As Defendants correctly state, Plaintiff's motion is procedurally improper. Plaintiff fails to cite the page and line in his moving papers wherein he limits his motion to the two Defendants he names in his reply, nor was the court able to locate such a reference. Furthermore, Plaintiff fails to identify the causes of action for which he seeks summary adjudication. Instead, he gives Defendants notice that:

This Motion is for (a) breach of contract, (b) promissory estoppel, (c) unjust enrichment, and/or (d) quantum meruit. As this Motion is specific to the RWE Property, Plaintiff hereby reserves all rights and remedies with respect to

claims made in Plaintiff's Complaint in connection with all other Solar Property. [Fn.]

(Ntc., p. 2:6-9.) The omitted footnote provides: "See Code of Civil Procedure § 437c(f)(1) and (t). See also *Lilienthal & Fowler v. Superior Court* (1993) 12 Cal.App.4th 1848 and *Blue Mountain Enterprises, LLC v. Owen* (2022) 74 Cal.App.5th 537 [*Blue Mountain*]." (Ntc., p. 2:27-27 [fn. 3].)

Code of Civil Procedure section 437c, subdivision (f)(1) provides in full:

A party may move for summary adjudication as to one or more causes of action within an action, one or more affirmative defenses, one or more claims for damages, or one or more issues of duty, if the party contends that the cause of action has no merit, that there is no affirmative defense to the cause of action, that there is no merit to an affirmative defense as to any cause of action, that there is no merit to a claim for damages, as specified in Section 3294 of the Civil Code, or that one or more defendants either owed or did not owe a duty to the plaintiff or plaintiffs. A motion for summary adjudication shall be granted only if it completely disposes of a cause of action, an affirmative defense, a claim for damages, or an issue of duty.

Civil Code section 3294, addressing exemplary or punitive damages, defines when "the plaintiff, in addition to the actual damages, may recover damages for the sake of example and by way of punishing the defendant."

In his footnote, Plaintiff also cites Code of Civil Procedure section 437c, subdivision (t), which was added to allow a motion for summary adjudication that does not completely dispose of a cause of action, *provided* the parties jointly stipulate as to the issues to be adjudicated and declare that a ruling on the motion would further the interest of judicial economy. The subdivision also prescribes the contents of, and signatories to, the notice of motion, among other provisions. Defendants correctly note the absence of the required stipulation:

Plaintiff's alternative request to adjudicate "issues" that do not completely dispose of any cause of action is likewise only permitted on the parties' joint stipulation and prior court order under Section 437c, subdivision (t). No such stipulation or order exists.

(Opp., p. 1:20-22.)

In the first case cited by Plaintiff for his piecemeal motion (*Lilienthal*), two plaintiffs sued the defendants for legal malpractice based on legal services provided to the plaintiffs "at different times on two separate and distinct matters." (*Lilienthal & Fowler v. Superior Court*, *supra*, 12 Cal.App.4th at p. 1850.) The plaintiffs filed a complaint with only two causes of action—breach of contract and negligence—and combined their separate claims. The appellate court ruled the trial court properly could grant summary adjudication as to one of the plaintiff's claims as time-barred, without resolving the independent claims by the other plaintiff, because each matter involved completely

"separate and distinct causes of action, regardless of how pled in the complaint." (*Id.* at p. 1854.)

In Plaintiff's second cited case, *Blue Mountain*, the plaintiff employer alleged several causes of action against the defendants, a former key employee who had been terminated for cause and his competing start-up company. The plaintiff employer brought the claim for breach of contract against the key employee only (but not his company). The plaintiff alleged the former employee had breached the covenant prohibiting solicitation of customers and the covenant prohibiting solicitation of employees together in one cause of action for breach of contract. The plaintiff sought summary adjudication on its breach of contract cause of action against the former key employee based only on his wrongful solicitation of customers. The plaintiff waived its claim for damages based on the breach, but sought injunctive relief to enforce the covenant. The appellate court affirmed the trial court's order granting summary adjudication in the plaintiff's favor on the defendant's discrete contractual breach of the covenant not to solicit the plaintiff's customers, which involved a different contractual primary right from the covenant not to solicit the plaintiff's employees. (*Blue Mountain*, *supra*, 74 Cal.App.5th at p. 550.)

Plaintiff contends the appellate court in *Blue Mountain* "held that partial summary adjudication is proper where it narrows the issues for trial and resolves discrete legal questions." (Memo., pp. 8:27-9:1, citing *Blue Mountain Enterprises, LLC. v. Owen*, *supra*, 74 Cal.App.5th at pp. 551-552.) Plaintiff further contends his cited cases "make clear that a litigant may obtain summary judgment or adjudication on targeted claims or issues while fully preserving the right to proceed on the balance of the case." (Memo., p. 9:1-3.) The court was unable to find authority for "partial summary judgment" in *Blue Mountain*. And Plaintiff's cited cases fail to provide authority for his contention that a plaintiff may obtain summary judgment on targeted issues.

Defendants cite *Paramount Petroleum Corp. v. Superior Court* (2014) 227 Cal.App.4th 226, for the rule that summary adjudication of a partial cause of action is improper. In *Paramount*, the moving plaintiff sought and obtained summary adjudication of the defendant's liability for breach of contract, with the understanding that damages would be determined at trial. The appellate court held "[t]his result is not permitted by the language of the summary adjudication statute, the legislative history of the statute, and the case authority interpreting it." (*Id.* at p. 238.) The court plainly stated, "there is no such creature as 'partial summary judgment' in California; the proper term is 'summary adjudication.'" [Citation.]" (*Id.* at p. 243.)

Defendants correctly contend that the provisions of Code of Civil Procedure section 437c preclude the type of relief Plaintiff seeks in his motion:

In *DeCastro West Chodorow & Burns, Inc. v. Superior Court*, the plaintiff attempted to use summary adjudication to adjudicate a portion of compensatory damages within a broader cause of action. (*DeCastro West Chodorow & Burns, Inc. v. Superior Court* (1996) 47 Cal.App.4th 410, 420). The *DeCastro* court held that a judge may not grant summary adjudication of a "single item of compensatory damages" that does not resolve an entire cause of action. (*Id.* at 422.) While Section 437c(f)(1) allows a party

to move for summary adjudication as to “one or more claims for damages,” this phrase is qualified by, and limited to, the damages specified in Civil Code section 3294 [exemplary damages]. (*Id.* at 419–420, fn 3.) Similarly, in *Paramount Petroleum Corp. v. Superior Court*, the plaintiff sought summary adjudication of liability only on a breach of contract claim, leaving the amount of damages and other aspects of the claim for trial. (*Paramount Petroleum Corp. v. Superior Court* (2014) 227 Cal.App.4th 226, 233.) The court found this approach improper; according to *Paramount*, there is simply “no legal basis” for such relief where, as with here, the motion will not completely dispose of the entire cause of action. (*Id.* at 244.) Issues on the exact same claims Plaintiff now asks the Court to resolve (breach of contract, promissory estoppel, unjust enrichment, and quantum meruit) will persist for the remainder of the Solar Property. [¶] The fact that the Complaint does not divide the alleged contractual breaches into transaction-specific causes of action or plead cause-specific damages is now a fatal defect Because the MSA fails to “completely dispose” of any of [Plaintiff’s] claims within the meaning of Section 437c(f)(1), the motion must fail.

(Opp., p. 8:3-23.)

Both cases cited by Plaintiff required the moving party to completely dispose of the specific cause of action addressed by the moving party's motion for summary adjudication. In contrast, Plaintiff here directs his motion to legal theories (breach of contract, promissory estoppel, unjust enrichment, and quantum meruit) about the RWE Property, while reserving other rights and remedies with respect to other claims made in his complaint regarding other property. Without reference to a cause of action alleged in Plaintiff's complaint, the court cannot determine whether Plaintiff meets his burden to show his motion completely disposes of the cause of action.

As explained above, Code of Civil Procedure section 437c, subdivision (f)(1), allows a trial court to grant a summary adjudication motion “*only if it completely disposes of a cause of action, an affirmative defense, a claim for [punitive] damages, or an issue of duty.*” (Code Civ. Proc., § 437c, subd. (f)(1), italics added.) This court lacks authority to summarily adjudicate any other issue because Plaintiff's motion fails to “completely dispose” of a cause of action.

When the moving party fails to make the initial showing, it is unnecessary to review the opposing party's evidence and the court must deny the motion. (*Aguilar, supra*, 25 Cal.4th at p. 849.) Here, the burden does not shift to Defendants and the court may stop its analysis without considering whether Defendants raise a triable issue of material fact.¹ Therefore, the court denies Plaintiff's motion for summary adjudication.

¹ The court denies Plaintiff's Application for Leave to File Limited Amended Reply and Supplemental Declaration in Support of Plaintiff's Motion for Summary Adjudication, as immaterial to the disposition of Plaintiff's motion.

Evidentiary Objections

The court declines to rule on the parties' evidentiary objections because none are directed to evidence that is material to the disposition of Plaintiff's motion. (Code Civ. Proc., § 437c, subd. (q).)

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** 9/22/2026.
(Judge's initials) (Date)

(29)

Tentative Ruling

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

Hearing Date: September 24, 2026 (Dept. 503)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

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

The court sets a status conference for Thursday, December 17, 2026, at 3:30 p.m., in Department 501, for confirmation of deposit of claimant's funds into the blocked account. If petitioner files the Acknowledgment of Receipt of Order and Funds for Deposit in Blocked Account (MC-356) at least five court days before the hearing, 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 9/23/2026.
(Judge's initials) (Date)