Tentative Rulings for October 7, 2025
Department 501

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 501

Begin at the next page

(03)

Tentative Ruling

Re: ***Ford v. Lyons Magnus, LLC***
Case No. 24CECG05507

Hearing Date: October 7, 2025 (Dept. 501)

Motion: by Defendants to Compel Arbitration and Stay Proceedings

Tentative Ruling:

To deny defendants' motion to compel arbitration, and the related request to stay the civil action.

Explanation:

Pursuant to California Code of Civil Procedure section 1281.2: "On petition of a party to an arbitration agreement alleging the existence of a written agreement to arbitrate a controversy and that a party thereto refuses to arbitrate such controversy, the court shall order the petitioner and the respondent to arbitrate the controversy if it determines that an agreement to arbitrate the controversy exists, unless it determines that: (a) The right to compel arbitration has been waived by the petitioner; or (b) Grounds exist for the revocation of the agreement. (c) A party to the arbitration agreement is also a party to a pending court action or special proceeding with a third party, arising out of the same transaction or series of related transactions and there is a possibility of conflicting rulings on a common issue of law or fact." (Cal. Civ. Proc. Code § 1281.2, subds. (a)-(c), paragraph breaks omitted.)

"[W]hen a petition to compel arbitration is filed and accompanied by prima facie evidence of a written agreement to arbitrate the controversy, the court itself must determine whether the agreement exists and, if any defense to its enforcement is raised, whether it is enforceable. Because the existence of the agreement is a statutory prerequisite to granting the petition, the petitioner bears the burden of proving its existence by a preponderance of the evidence. If the party opposing the petition raises a defense to enforcement - either fraud in the execution voiding the agreement, or a statutory defense of waiver or revocation (see § 1281.2, subds. (a), (b)) - that party bears the burden of producing evidence of, and proving by a preponderance of the evidence, any fact necessary to the defense." (*Rosenthal v. Great Western Fin. Securities Corp*. (1996)14 Cal. 4th 394, 413.) Thus, in ruling on a motion to compel arbitration, the court must first determine whether the parties actually agreed to arbitrate the dispute, and general principles of California contract law guide the court in making this determination. (*Mendez v. Mid-Wilshire Health Care Center* (2013) 220 Cal.App.4th 534.)

Here, defendants have met their burden of showing that the parties entered into an agreement to arbitrate any disputes that arise out of the employment relationship, including the types of claims that plaintiff has alleged here. Defendants have provided evidence that plaintiff signed the alternative dispute resolution agreement when she was hired by defendants in December 2018. (Obregon decl., ¶¶ 5-9.) The agreement states

that it applies to "any and all disputes or controversies arising out of or relating to the relationship between" defendants and plaintiff. (Exhibit A to Obregon decl.) The parties cannot resolve their dispute through informal negotiations or mediation, then the dispute "shall be submitted to binding arbitration…" (*Ibid*.) Both parties expressly waived their right to a jury trial regarding disputes covered by the agreement. (*Ibid*.)

The agreement also states that it is intended to cover "all disputes which may arise during the course or as a result of the employment relationship that are otherwise arbitrable under existing law, including, but not limited to, any rights or claims under … Age Discrimination in Employment Act; (4) the Equal Pay Act; (5) the California Fair Employment and Housing Act; (6) the California Labor Code); … (14) the California Business and Professions Code; and (15) the California Code of Civil Procedure. Additionally, all disputes regarding contractual claims, tort claims including, but not limited to, claims of … violation of public policy, harassment … and any claims under any other federal, state or local laws or regulations regarding employment discrimination, are subject to the Policy." (*Ibid*.)

Thus, defendants have presented sufficient evidence to meet their burden of showing that plaintiff entered into an agreement to arbitrate her claims against defendants, including her claims for gender discrimination, age discrimination harassment, wage and hour claims under the Labor Code, and violation of Business and Professions Code section 17200. As a result, the burden shifts to plaintiff to show that the agreement is unenforceable.

In her opposition, plaintiff contends that the agreement is void and unenforceable because she has alleged claims for sexual harassment and failure to prevent harassment, and thus she cannot be compelled to arbitrate her claims, as the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (EFAA) bars forced arbitration of such claims. Under the EFAA, "Notwithstanding any other provision of this title, at the election of the person alleging conduct constituting a sexual harassment dispute or sexual assault dispute, or the named representative of a class or in a collective action alleging such conduct, no predispute arbitration agreement or predispute joint-action waiver shall be valid or enforceable with respect to a case which is filed under Federal, Tribal, or State law and relates to the sexual assault dispute or the sexual harassment dispute." (9 U.S.C.A. § 402, subd. (a).)

"An issue as to whether this chapter applies with respect to a dispute shall be determined under Federal law. The applicability of this chapter to an agreement to arbitrate and the validity and enforceability of an agreement to which this chapter applies shall be determined by a court, rather than an arbitrator, irrespective of whether the party resisting arbitration challenges the arbitration agreement specifically or in conjunction with other terms of the contract containing such agreement, and irrespective of whether the agreement purports to delegate such determinations to an arbitrator." (9 U.S.C.A. § 402, subd. (b).)

"The term 'sexual harassment dispute' means a dispute relating to conduct that is alleged to constitute sexual harassment under applicable Federal, Tribal, or State law." (9 U.S.C.A. § 401, subd. (4).)

"The EFAA applies only to any dispute or claim that arises or accrues on or after the date of the enactment of the Act and does not have retroactive effect. The EFAA was enacted on March 3, 2022." (*K.T. v. A Place for Rover* (E.D. Pa., Oct. 31, 2023, No. CV 23-02858) 2023 WL 7167580, at *3, citing *Johnson v. Everyrealm, Inc*. (2023) 657 F.Supp.3d 535, 550.)[1]

A plaintiff must "plausibly plead" a claim for sexual harassment or assault under federal, state or tribal law in order to invoke the EFAA and prevent enforcement of an arbitration agreement. (*Yost v. Everyrealm, Inc*. (S.D.N.Y. 2023) 657 F.Supp.3d 563, 585.) In other words, the allegations must be sufficient to survive a motion to dismiss under Federal Rule 12(b)(6). (*Ibid*.) Also, as long as the plaintiff pleads a plausible sexual assault or harassment claim, the EFAA also blocks arbitration of the entire case containing that claim. (*Id*. at p. 586; see also *Johnson v. Everyrealm, Inc*., *supra*, at pp. 558-561.)

Here, plaintiff has plausibly pled claims for sexual harassment and failure to prevent sexual harassment in her First Amended Complaint. The California Fair Employment and Housing Act (FEHA) prohibits harassment based on gender or sexual orientation and failure by the employer to prevent sexual harassment in the workplace. (Cal. Govt. Code, § 12940, subd. (j)(1).) "To establish a prima facie case of a hostile work environment, [plaintiff] must show that (1) she is a member of a protected class; (2) she was subjected to unwelcome harassment; (3) the harassment was based on her protected status; (4) the harassment unreasonably interfered with her work performance by creating an intimidating, hostile, or offensive work environment; and (5) defendants are liable for the harassment." (*Ortiz v. Dameron Hospital Assn.* (2019) 37 Cal.App.5th 568, 581, citation omitted.)

In the present case, plaintiff alleges that she is a female over the age of 40 and a member of the LGBTQ+ community.[2] (FAC, ¶ 14.) She alleges that she was subjected to discrimination and harassment due to her gender, age and sexual orientation. (*Id*. at ¶ 15.) She also alleges that defendants' employees frequently made lewd comments about her and her girlfriend, who also was an employee of defendants, whenever they walked together on their breaks. (*Id*. at ¶ 16.) She further alleges that defendants' employees whistled and catcalled her and her girlfriend when they walked together on their breaks. (*Id*. at 17.) These lewd comments, whistling, and catcalling were so pervasive that defendants created a hostile work environment because they occurred every day, sometimes twice a day, for a year. (*Id*. at ¶ 18.) Defendants had actual or constructive knowledge of the employees' harassment because they occurred so frequently, and defendants failed to take any corrective action. (*Id*. at ¶ 19.) Plaintiff alleges that, as a result of the harassment, she suffered severe emotional distress, loss of earnings, medical expenses, benefits plus expenses incurred in obtaining substitute employment. (*Id*. at ¶ 79.)

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[1] While federal District Court decisions are not binding on this court, the court intends to rely on them as persuasive authorities, as they are currently the only available authorities interpreting the relatively new EFAA statute.

[2] In her supplemental declaration, plaintiff asserts that she is *not* a member of the LGBTQ+ community. However, she also states that she believes that defendants and their employees assumed that she was gay based on her friendship with other female employees, at least one of whom is lesbian or bisexual.

Therefore, plaintiff has alleged sufficient plausible facts to state valid claims for harassment and failure to prevent harassment under California law. (9 U.S.C. § 402, subd. (a); *Yost v. Everyrealm, Inc*., *supra*, 657 F.Supp.3d at p. 585; *Johnson v. Everyrealm, Inc*., *supra*, 657 F.Supp.3d at pp. 558-561.) Also, while plaintiff's Complaint is vague about exactly when the sexual harassment occurred, plaintiff has now submitted her supplemental declaration in which she states that the harassment took place from around August 15, 2022, to June 17, 2024, when her employment was terminated. (Suppl. Ford decl., ¶¶ 5, 10.) Defendants' employees allegedly made lewd comments about plaintiff and her friends' bodies, leered at their bodies, whistled, catcalled, and made unwelcome romantic advances every day whenever plaintiff and her friends walked by on their breaks. (*Id*. at ¶¶ 4-10.)

Thus, according to plaintiff's sworn testimony, the harassment occurred after the effective date of the EFAA, which is March 3, 2022. (*Johnson, supra*, at p. 550.) As a result, plaintiff has shown that the EFAA applies to her Complaint. Also, since her sexual harassment claims are intertwined with her other claims for retaliation and wage and hour violations, the EFAA bars enforcement of the arbitration agreement as to plaintiff's entire Complaint. (*Turner v. Tesla, Inc.*, *supra*, 686 F.Supp.3d at pp. 925-926 [declining to sever sexual harassment claims from non-harassment claims and arbitrate non-harassment claims]; *Johnson, supra*, at pp. 558-561 [same].) Therefore, the court intends to deny the motion to compel arbitration of plaintiff's claims, and the related motion to stay the pending civil action.

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: DTT on 9/30/2025.
(Judge's initials) (Date)

(03)

Tentative Ruling

Re: ***Schroeder v. Ten-J Chassis***
Case No. 23CECG04397

Hearing Date: October 7, 2025 (Dept. 501)

Motion: by Plaintiff to Strike Answer of Defendant Ten-J Chassis

Tentative Ruling:

To deny the motion, without prejudice. Defendant is admonished that it needs to retain counsel promptly in order to continue appearing in the action.

Explanation:

"Section 436 gives the trial court discretion to strike out all or any part of a pleading not filed in conformity with the laws of this state." (*CLD Construction, Inc. v. City of San Ramon* (2004) 120 Cal.App.4th 1141, 1145.)

"A corporation has the capacity to bring a lawsuit because it has all the powers of a natural person in carrying out its business. However, under a long-standing common law rule of procedure, a corporation, unlike a natural person, cannot represent itself before courts of record in propria persona, nor can it represent itself through a corporate officer, director or other employee who is not an attorney. It must be represented by licensed counsel in proceedings before courts of record." (*Ibid*, citations omitted.)

"Several rationales lie behind the rule. First, a corporation, as an artificial entity created by law, can only act in its affairs through its natural person agents and representatives. If the corporate agent who would likely appear on behalf of the corporation in court proceedings, e.g., an officer or director, is not an attorney, that person would be engaged in the unlicensed practice of law. Second, the rule furthers the efficient administration of justice by assuring that qualified professionals, who, as officers of the court are subject to its control and to professional rules of conduct, present the corporation's case and aid the court in resolution of the issues. Third, the rule helps maintain the distinction between the corporation and its shareholders, directors, and officers." (*Id*. at p. 1146, citations and paragraph breaks omitted.)

Here, Ten-J's attorneys withdrew from the representation on August 8, 2025, after the court granted their motion to be relieved as counsel. However, as stated above, a corporation cannot represent itself in an action without an attorney, as allowing such self-representation would essentially allow the unauthorized practice of law. The court's order granting the motion to withdraw contained a notice that, if the defendant is a corporation, in most cases it may not represent itself. "If you are one of these parties, YOU SHOULD IMMEDIATELY SEEK LEGAL ADVICE REGARDING LEGAL REPRESENTATION. Failure to retain an attorney may lead to an order striking the pleadings or to the entry of a default judgment." (Order Granting Motion to be Relieved as Counsel dated August 8, 2025, ¶ 10.)

Nevertheless, Ten-J has not substituted in a new attorney to represent it since the motion to withdraw was granted. Therefore, Ten-J is no longer allowed to appear in the action or defend itself until it retains a new attorney to represent it. As a result, Ten-J's Answer is subject to being stricken.

However, according to the stipulation to continue the trial date signed and filed by the parties, the parties are currently in negotiations to settle the case, and they have agreed to mediate before retired Judge Broadman. (See Stipulation to Continue Trial Date submitted on September 29, 2025, p. 2.) They also note that defendant Ten-J is unrepresented and needs more time to retain an attorney. (*Ibid*.) "[T]he parties desire that the October 6, 2025 trial be continued and moved to on or after March 30, 2026, in order to allow Defendant Ten-J Chassis, LLC and Jerrod Huckleberry sufficient time to retain counsel for the parties, for the parties to complete settlement negotiations, and for the parties to engage in mediation before Judge Broadman." (*Ibid*.) The court has now granted the requested continuance of the trial date to March 30, 2026.

Thus, it appears that plaintiff no longer wishes to strike Ten-J's Answer, as it has agreed to allow a continuance of the trial date, in part because Ten-J needs to retain counsel. If Ten-J is in the process of retaining counsel, then it would be unjust to strike its Answer before it has had a chance to retain counsel. It has been only two months since the court granted the order allowing Ten-J's prior attorneys to withdraw, so Ten-J has not been unrepresented for an excessively long time.

Therefore, the court intends to deny the motion to strike Ten-J's Answer *at this time*, as it appears that the motion is premature in light of Ten-J's efforts to retain new counsel. However, the denial will be without prejudice, as Ten-J cannot remain unrepresented in the case indefinitely. The court *strongly* admonishes Ten-J to retain an attorney to represent it promptly, or the court may strike its Answer and enter a default against it for improperly appearing in the case without an attorney.

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: DTT on 10/1/2025.
(Judge's initials) (Date)

(36)

Tentative Ruling

Re: ***Jag Transportation Inc., et al. v. Shiv Trans, Inc., et al.***
Superior Court Case No. 23CECG03107

Hearing Date: October 7, 2025 (Dept. 501)

Motion: Default Prove-Up

Tentative Ruling:

To grant and sign the proposed Judgment (on 10/3). No appearances are necessary.

Explanation:

Plaintiffs have sufficiently proved up their claim for breach of contract and established that they are entitled to prejudgment interest at the rate of 10% per annum and costs.

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: DTT on 10/3/2025.
(Judge's initials) (Date)

(29)

Tentative Ruling

Re: ***In re: Masyn Walton***
Superior Court Case No. 25CECG04267

Hearing Date: October 7, 2025

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To continue the hearing to Thursday, October 9, 2025, to provide time for petitioner to file an amended petition and proposed orders, correcting the issues set forth below. Petitioner to alert courtroom clerk once the amended documents have been filed.

Explanation:

Item 18.b.(1) is marked on the Petition, asking that a guardian of the estate of the minor be appointed. The proposed order approving the Petition, however, has the box marked stating that the funds are being deposited into a blocked account. In light of this, and of petitioner having filed an order to deposit funds into a blocked account, it appears that box 18.b.(2) was meant to be marked on the Petition. In either event, an attachment is required, as stated on the Petition. The court found no attachment in its file. Last, the caption on the documents is incorrect.

The court continues the hearing on this Petition to enable petitioner to file amended documents correcting the defects listed above. All documents must be filed by noon, Wednesday, October 8, 2025. Petitioner to contact the department clerk upon submission.

Pursuant to California Rules of Court, rule 3.1312, and Code of Civil Procedure section 1019.5(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: DTT on 10/3/2025.
(Judge's initials) (Date)