Tentative Rulings for October 27, 2026
Department 503

For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, the remote appearance will be conducted through Zoom. 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

(36)

Tentative Ruling

Re: ***Morales v. General Motors LLC***
Superior Court Case No. 22CECG03304

Hearing Date: October 27, 2026 (Dept. 503)

Motion: by Plaintiffs for Attorney Fees

Tentative Ruling:

To grant the motion for an award of attorney fees and award $22,703.13 in favor of plaintiffs Victor Isidoro Morales and Norma Linda Garza.

Explanation:

Plaintiffs move for an award of attorney fees as the prevailing buyer under Civil Code section 1794, subdivision (d). Plaintiffs assert that the executed Offer to Compromise pursuant to Code of Civil Procedure section 998 authorizes them to seek fees and costs from defendant by noticed motion. (Jacobson Decl., ¶ 103.) Since defendant concedes that the Offer to Compromise provides such authorization (Abernathy Decl., ¶ 16), the court finds that plaintiffs have sufficiently stated a basis upon which to seek an award of fees.

Timely Motion

Defendant opposes the motion on the basis that it is not timely under California Rules of Court, rule 3.1702(b)(1). Rule 3.1702(b)(1) states in pertinent part, "[a] notice of motion to claim attorney's fees for services up to and including the rendition of judgment in the trial court … must be served and filed within the time for filing a notice of appeal under rules 8.104 and 8.108 in an unlimited civil case … ." (Cal. Rules of Court, rule 3.1702(b)(1).) The time for filing a notice of appeal is the earlier of 60 days after service of notice of entry of judgment or 180 days after entry of judgment. (*Id.*, rule 8.104(a)(1).) A voluntary dismissal, although not appealable, is effectively a judgment and the time for filing a motion for attorney fees commences upon entry of judgment. (*Sanabria v. Embrey* (2001) 92 Cal.App.4th 422, 427.) Thus, the time to bring a motion for attorney fees commences upon the entry of dismissal of the case at bench. Since the event triggering the time limit to bring a motion for fees, i.e., the dismissal of the case, has not yet occurred, the motion is timely.

Defendant relies on a recent decision from the Fourth District Court of Appeal, *Hatlevig v. General Motors, LLC* (2026) 118 Cal.App.5th 644 (*Hatlevig*), to contend that the motion is untimely. Defendant argues that the time for filing a motion for fees commences on February 2, 2024, the date defendant claims this court entered an order dismissing the case. For reasons outlined below, the court disagrees.

In *Hatlevig*, the parties to a Song Beverly action reached a settlement and advised the court of the same at a trial readiness conference. (*Id*., at p. 646.) The court ordered a dismissal filed within 45 days. (*Ibid*.) Following the passage of 45 days the court generated a "Notice of Dismissal by Court" giving notice to the parties that the case would be deemed dismissed without prejudice on August 15, 2023 unless a judgment or dismissal was filed or a party appeared ex parte to show good cause why the case should not be dismissed. (*Id*., at pp. 646-647.) Neither event occurred, but the trial court did not dismiss the case until June 17, 2024, after plaintiff filed a motion for attorney fees and served the motion on April 2, 2024. (*Id*. at pp. 647-650.) General Motors, LLC opposed the motion as untimely as it had not been served within 180 days of the date of settlement pursuant to California Rules of Court, rule 3.1702(b)(1). (*Ibid*.) The court rejected plaintiff's argument that there had been no dismissal and the deadline to file the fee motion was never triggered. (*Ibid*.) The Fourth District affirmed the order denying the motion for attorney fees as untimely based on the voluntary dismissal of the case entered on August 15, 2023. (*Id*. at p. 650.)

Here, the court's record does not reflect a dismissal ever being entered in this case. Plaintiffs filed a notice of conditional settlement on January 18, 2024, indicating that a request for dismissal would be filed by May 29, 2024. (See the Jan. 18, 2024, Ntc. of Stlmt.) This court set the California Rules of Court, rule 3.1385 After Settlement hearing for July 30, 2024. Following the parties' joint stipulation to continue the hearing, the matter was continued to October 29, 2024. On October 29, 2024, plaintiffs' counsel filed a declaration indicating good cause to continue the dismissal hearing. (Treybig Decl., filed on Oct. 15, 2024, ¶ 6.) This court continued the matter to March 26, 2025. (See the Oct. 29, 2024 Order.) Following a series of continuances requested by plaintiffs' counsel, the California Rules of Court, rule 3.1385 After Settlement and Order to Show Cause re: Dismissal hearings are currently set on April 15, 2027. Plaintiffs filed the instant fees motion on May 6, 2026.

An important distinction to *Hatlevig* is that there was never a dismissal in the instant proceedings. Nor did the court ever indicate its intent to dismiss the case. By referencing the notice of dismissal as follows: "[T]his case was dismissed on August 15, 2023, since no cause was shown why it should not be…" (*Hatlevig, supra,* at p. 650.), the Fourth District Court of Appeal "conclude[d] the [trial] court entered the order to fulfill the mandatory duty to dismiss settled cases … and intended it as a nunc pro tunc correction of the failure to file a dismissal order on August 15, 2023." (*Ibid*.) Furthermore, unlike in *Hatlevig*, this court was not obligated to dismiss the case, since plaintiffs provided good cause not to do so. Therefore, despite plaintiffs' extreme tardiness in bringing the motion for fees, the timeliness analysis in *Hatlevig* does not apply in the instant proceeding and the motion is timely.

Fees

The amount of attorney's fees awarded is a matter within the court's discretion. (*Clayton Development Co. v. Falvey* (1988) 206 Cal.App.3d 438, 447.) In determining the reasonable amount to award, "the court should consider ... 'the nature of the litigation, its difficulty, the amount involved, the skill required and the skill employed in handling the litigation, the attention given, the success of the attorney's efforts, his learning, his age, and his experience in the particular type of work demanded [citation]; the intricacies

and importance of the litigation, the labor and necessity for skilled legal training and ability in trying the cause, and the time consumed.'" (*Ibid*.) An award of costs must be "reasonably necessary to the conduct of the litigation" and per (c)(3), shall be "reasonable" in amount. (Code Civ. Proc. § 1033.5(c)(2).) Plaintiff as the moving party bears the burden to prove the reasonableness of the number of hours devoted to this action. (*Concepcion v. Amscan Holdings, Inc.* (2014) 223 Cal.App.4th 1309, 1325.)

A trial court may not rubberstamp a request for attorney fees, and must determine the number of hours reasonably expended. (*Donahue v. Donahue* (2010) 182 Cal.App.4th 259, 271.) A court assessing attorney's fees begins with a touchstone or lodestar figure, based on the 'careful compilation of the time spent and reasonable hourly compensation of each attorney . . . involved in the presentation of the case." (*Serrano v. Priest* (*Serrano III*) (1977) 20 Cal.3d 25, 48.) Lodestar refers to the "number of hours reasonably expended multiplied by the reasonable hourly rate" of an attorney. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1096.)

Counsel for plaintiffs seek to set the lodestar at $29,993 for 73.5 hours of work, excluding an additional $4,000 sought in connection with anticipated time for the reply and hearing for the motion at bench. With the reply, counsel submits a declaration submitting the actual hours spent reviewing the opposition and drafting the reply, wherein counsel revises the related fees to $2,673 for 5.4 hours of work. Counsel further revises the anticipated fees for attending the hearing to $990. Accordingly, excluding the anticipated fees for appearance at the hearing, counsel submits a total of 78.9 hours of billed time across nine timekeepers. Counsel primarily practices in consumer law claims, such as the present action. (Jacobson Decl., filed on May 6, 2026, ¶ 4.)

Number of Hours Expended

The opposition challenges the time spent on this case as excessive, administrative, unintelligible, and/or unreasonably incurred.

Defendant asserts that the motion to compel discovery filed on August 29, 2023 was largely based on a template. Since this motion was denied as being filed prematurely without leave of court (See Minute Order, filed on Dec. 21, 2023.), the time incurred in relation to this motion in its entirety is unreasonable. The court calculates the time discounted to be 7.9 hours.

Excluding the time billed for the motion to compel mentioned above, defendant seeks to reduce 13.1 hours expended towards discovery, third party subpoenas, ex parte applications, motions *in limine*, and the instant attorney fee motion. Defendant asserts that much of the work relating to these billing entries was largely based on existing templates. In support, defendant submits the work it argues is template work prepared by plaintiffs. After review, the court agrees, and discounts the total time challenged, by 25 percent.

Defendant challenges multiple billing entries throughout the proceedings as clerical or administrative. After a review of the billing, the court discounts entries as follows: 0.2 hours for Mr. Jacobson, 1.5 hours for Ms. Anglin, 0.6 hours for Mr. Terzian, 0.3 hours for Mr. Treybig, and 0.4 hours for Mr. Yowarski.

Defendant generally challenges plaintiff counsel's internal communications and communications with the client throughout the proceedings as excessive. The court does not find the 5.9 hours spent on communications to be unusually high for a case that settled shortly before trial. Thus, no reduction is imposed.

Defendant contends the time spent reviewing defendant's discovery responses and document production requests was excessive, because defendant's responses to the discovery is generally similar in all consumer protection law cases. The court intends to discount the time by one hour from Mr. Treybig and 0.2 hours from Mr. Yowarski.

Defendant challenges the time incurred in relation to preparing for and attending repeated Order to Show Cause re: Dismissal hearings on the ground that plaintiffs failed to dismiss the case in a timely manner. These hearings would not have been necessary if plaintiffs simply filed an earlier motion for fees. The parties reached settlement in January 2024. However, plaintiffs did not file the instant motion for fees until May 2026, necessitating no less than six continuances, according to the court's record, for the hearings pursuant to California Rules of Court, rule 3.1385 and Order to Show Cause re: Dismissal. The parties indicate that the Offer in Compromise authorized fees and costs *to be determined by motion*. (Jacobson Decl., ¶ 103.) Since no explanation is provided for why this motion could not be brought sooner, this time is disallowed in its entirety. The court calculates the time discounted to be 2.8 hours.

Lastly, to the extent that defendant argues that the anticipated fees are speculative, the time is not reduced for this reason since counsel provides the necessary information on reply. Defendant further asks the court to reduce the time to allow no more than 0.5 hours to prepare a reply brief and 0.5 hours to attend the hearing. The court will allow three hours for time reviewing the opposition and preparing a reply brief. The court will consider the time requested for attending the hearing only if oral argument is required.

Hourly Rates

Reasonable hourly compensation is the "hourly prevailing rate for private attorneys in the community conducting noncontingent litigation of the same type" (*Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1133.) Ordinarily, "'the value of an attorney's time . . . is reflected in his normal billing rate.'" (*Mandel v. Lackner* (1979) 92 Cal.App.3d 747, 761.)

Where a party is seeking out-of-town rates, he or she is required to make a "sufficient showing…that hiring local counsel was impractical." (*Nichols v. City of Taft* (2007) 155 Cal.App.4th 1233, 1244.) Plaintiffs have not shown that local counsel practicing "Lemon Law" and Song-Beverly consumer litigation are not available. The court intends to award fees based on local rates.

Having reviewed the qualifications of each of the timekeepers, the court finds the reasonable value of services as follows:

$500 per hour for Mr. Jacobson, managing partner of the firm,
$500 per hour for Ms. Hinton, admitted to the California Bar in 2013,

$400 per hour for Ms. Anglin, admitted to the California Bar in 2002,
$375 per hour for Mr. Chipman, admitted to the California Bar in 2019,
$325 per hour for Mr. Treybig, admitted to the California Bar in 2021,
$325 per hour for Mr. Yowarski, admitted to the California Bar in 2021,
$275 per hour for Mr. Terzian, admitted to the California Bar in 2022,
$250 per hour for Mr. Poghosyan, admitted to the California Bar in 2022 and only billed time in 2023,
$250 per hour for Ms. Hovhannisyan, admitted to the California Bar in 2025.[1]

After the additional of fees relating to this motion and accounting for the discounted hours and rate reductions, the lodestar is reduced to $18,162.50.

Multiplier

Plaintiffs seek the imposition of a multiplier of 1.25. As stated by the California Supreme Court regarding lodestar multipliers, sometimes referred to as fee enhancements:

> …the trial court is *not required* to include a fee enhancement to the basic lodestar figure for contingent risk, exceptional skill, or other factors, although it retains discretion to do so in the appropriate case; moreover, the party seeking a fee enhancement bears the burden of proof. In each case, the trial court should consider whether, and to what extent, the attorney and client have been able to mitigate the risk of nonpayment, e.g., because the client has agreed to pay some portion of the lodestar amount regardless of outcome. It should also consider the degree to which the relevant market compensates for contingency risk, extraordinary skill, or other factors under *Serrano III*. We emphasize that when determining the appropriate enhancement, a trial court should not consider these factors to the extent they are already encompassed within the lodestar. The factor of extraordinary skill, in particular, appears susceptible to improper double counting; for the most part, the difficulty of a legal question and the quality of representation are already encompassed in the lodestar. A more difficult legal question typically requires more attorney hours, and a more skillful and experienced attorney will command a higher hourly rate. (*See Margolin v. Regional Planning Com.* (1982) 134 Cal.App.3d 999, 1004, 185 Cal.Rptr. 145.) Indeed, the " 'reasonable hourly rate [used to calculate the lodestar] is the product of a multiplicity of factors ... the level of skill necessary, time limitations, the amount to be obtained in the litigation, the attorney's reputation, and the undesirability of the case.' " (*Ibid*.) Thus, a trial court should award a multiplier for exceptional representation only when the quality of representation far exceeds the quality of representation that

[1] With the exception of Ms. Hovhannisyan, whose rate is based on that of a first-year associate in the local community, these rates are based on the years 2022 through 2024. With the exclusion of the time incurred in relation to the hearings for the California Rules of Court, rule 3.1385 and Order to Show Cause re: Dismissal, a majority of the billing entries are incurred during that time period. Absent a showing that plaintiffs could not file the instant fees motion at an earlier date, the court is not inclined to award 2026 rates for counsel's own tardiness.

> would have been provided by an attorney of comparable skill and experience billing at the hourly rate used in the lodestar calculation. Otherwise, the fee award will result in unfair double counting and be unreasonable. Nor should a fee enhancement be imposed for the purpose of punishing the losing party. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138-1139 [emphasis original].)

Once a lodestar is fixed, the lodestar may be adjusted based on certain factors, including: (1) the novelty and difficulty of the questions involved; (2) the skill displayed in presenting them; (3) the extent to which the nature of the litigation precluded other employment by the attorneys; and (4) the contingent nature of the fee award. (*Id.* at p. 1132, *citing Serrano v. Priest (Serrano III)* (1977) 20 Cal.3d 25, 49.)

Here, plaintiffs submit that counsel took the matter on contingency, and obtained an excellent result. Indeed, a settlement in the amount of $160,000, plus attorney fees and costs in a lemon law matter does appear to be an excellent result. The court further acknowledges the contingent risk taken by counsel in this matter and awards a multiplier of 1.25. Therefore, the motion for an award of attorney fees is granted in the amount of $22,703.13.[2]

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 10/26/2026.
(Judge's initials) (Date)

[2] Costs are not at issue in this motion.

(20) **Tentative Ruling**

Re: ***Michael Martines Physical Therapist vs. Momentum Billing, LLC, et al.***
Superior Court Case No. 26CECG00549

Hearing Date: October 27, 2026 (Dept. 503)

Motion: By Defendants to Compel Arbitration

Tentative Ruling:

To grant Waystar, Inc.'s ("Waystar") motion to compel arbitration, and to stay litigation of plaintiff's claims against Waystar pending completion of arbitration. To deny Momentum Billing, LLC's ("Momentum") motion to compel arbitration (joined by AdvancedMD Software, Inc. ["AdvancedMD"]), and stay the action against Momentum and AdvancedMD pending completion of the Waystar arbitration. (Code Civ. Proc., § 1281.2.)

Explanation:

Michael Martines Physical Therapist, Inc. dba Advanced Physical Therapy ("Plaintiff" or "APT") is a physical therapy practice that hired Momentum to perform billing through TheraOffice. Instead, beginning around November 1, 2025, Plaintiff alleges that Momentum moved APT's live billing operations into an unapproved system tied to AdvancedMD and a separate Waystar setup that APT did not authorize and could not meaningfully audit. APT's revenue began to collapse and APT lost the ability to verify what claims were sent, what insurers paid, and what remains unpaid. Plaintiff filed its Complaint on 1/30/2026, alleging the following causes of action: (1) Breach of Written Contract (against Momentum); (2) Violation of Confidentiality of Medical Information Act (against all defendants); (3) Conversion (against all defendants); (4) Fraud – Intentional Misrepresentation and Concealment (against Momentum Billing); (5) Breach of Fiduciary Duty (against Momentum); (6) Aiding and Abetting Fraud (against AdvancedMD and Waystar); (7) Aiding and Abetting Breach of Fiduciary Duty (against AdvancedMD and Waystar); (8) Negligence (against all defendants); (9) Negligent Interference with Contractual Relations (against AdvancedMD and Waystar); (10) Declaratory Relief (against all defendants).

Momentum and Waystar filed motions to compel arbitration, and AdvancedMD, who has no arbitration agreement with Plaintiff, joins in Momentum's motion. Though Momentum's motion was filed first, the court will first address Waystar's motion, as it impacts the ruling on the former.

Waystar's Motion to 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, when a motion to compel arbitration is filed and accompanied by prima facie evidence of a written agreement to arbitrate the controversy, the court itself must determine: (1) whether the agreement exists, and (2) if any defense to its enforcement is raised, whether it is enforceable. The moving party bears the burden of proving the existence of an arbitration agreement by a preponderance of the evidence. The party claiming a defense bears the same burden as to the defense. (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 413-414.)

Initially, the court notes that there is no dispute as to the existence of an agreement to arbitrate. On November 17, 2011, Plaintiff entered into a Subscriber Agreement with ZirMed (the "ZirMed Agreement"), a predecessor company which later became Waystar. (Roseberry Decl., Exh. A.) Waystar assumed all of ZirMed's liabilities and obligations, including the ZirMed Agreement. Accordingly, Waystar has standing to enforce the ZirMed Agreement.

The ZirMed Agreement includes a provision that "All terms and conditions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective, heirs, personal representatives, successors, and permitted assigns, including without limitation, any successor to either Party resulting by reason of corporate merger, consolidation or reorganization or incorporation of a partnership." (Roseberry Decl., Exh. A ¶ 11.)

The ZirMed Agreement contains an arbitration provision which provides in part:

> Dispute Resolution. Any controversy or claim, whether based in contract, tort, strict liability, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") will be resolved solely in accordance with the terms of this section. … If complete agreement cannot be reached within thirty (30) days after submission to mediation, any remaining issues will be resolved by a confidential arbitration by an arbitrator under the Commercial Rules of Arbitration of the American Arbitration Association. The arbitration shall take place in Louisville, Kentucky and shall not be consolidated with any claim or controversy of any other party. … The mediation and arbitration procedures are intended to be the exclusive method of resolving any claims arising out of or related to this Agreement. … CUSTOMER UNDERSTANDS THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF CUSTOMER'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN CUSTOMER AND ZIRMED.

The ZirMed Agreement also contains a choice-of-law provision: "This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without giving effect to conflicts of law provisions." (Roseberry Decl., Exh. A ¶ 17.)

Despite this arbitration provision, Plaintiff filed the instant action against Waystar, Momentum, and AdvancedMD (collectively, "Defendants"). Plaintiff alleges that Defendants transitioned Plaintiff's billing operations from an authorized platform without Plaintiff's consent. (Compl. ¶ 14.) Plaintiff alleges that Defendants created an unauthorized account for Plaintiff, separate from Plaintiff's authorized account governed

by the ZirMed Agreement, and used the unauthorized account to submit claims and manage enrollment for Plaintiff. (Compl. ¶ 15.) Plaintiff alleges that "[i]n or about October 1, 2025, Defendants set up and used a second Waystar account for Plaintiff, separate from Plaintiff's authorized account, and used it to submit claims and manage enrollments without Plaintiff's knowledge, control, or ability to review the activity." (Compl. ¶ 15.) After discovering the unauthorized account, Plaintiff "objected promptly" and "made multiple demands for return of the information, for payment of an objective third-party to perform a forensic audit of the billing, for deletion of the unauthorized second account, and for return of all patient medical records and Protected Health Information to Plaintiff…". (Compl. ¶ 17.)

Waystar first contends that the Federal Arbitration Agreement ("FAA") applies. Plaintiff does not dispute that the FAA applies, but argues that Code of Civil Procedure section 1281.2, subdivision (c) (Section 1281.2(c)"), still applies despite the FAA applicability and Kentucky choice-of-law provision.

> "[T]he FAA's procedural rules may apply if the parties expressly agree they do or if the CAA's procedural rules are preempted." (*Quach v. California Commerce Club, Inc., supra*, 16 Cal.5th at p. 582, 323 Cal.Rptr.3d 126, 551 P.3d 1123; see *Cronus, supra*, 35 Cal.4th at p. 394, 25 Cal.Rptr.3d 540, 107 P.3d 217 [the parties may "expressly designate that any arbitration proceeding should move forward under the FAA's procedural provisions rather than under state procedural law" (italics omitted)]; *Rosenthal, supra*, 14 Cal.4th at p. 409, 58 Cal.Rptr.2d 875, 926 P.2d 1061 [" 'States may establish the rules of procedure governing litigation in their own courts,' even when the controversy is governed by substantive federal law"].) "Absent such an express designation, however, the FAA's procedural provisions do not apply in state court." (*Valencia v. Smyth* (2010) 185 Cal.App.4th 153, 174, 110 Cal.Rptr.3d 180 (*Valencia*).)

(*Wright v. WellQuest Elk Grove, LLC* (2026) 119 Cal.App.5th 267, 279–280.)

There is no language in the Dispute Resolution provision adopting FAA's procedural rules, or even referencing the FAA. But the ZirMed Agreement does include a choice-of-law provision.

The primary issue with these motions to compel arbitration is whether Kentucky or California procedural law applies to the motion, or more specifically, whether Section 1281.2(c) applies. Under the FAA, courts "apply ordinary state-law principles that govern the formation of contracts" to determine whether a valid agreement to arbitrate exists. (*Nguyen v. Barnes & Noble Inc.* (9th Cir. 2014) 763 F.3d 1171, 1175 (citation and quotation omitted); *Banner Ent., Inc. v. Superior Court* (1998) 62 Cal.App.4th 348, 357, as modified (Mar. 30, 1998).)

Waystar correctly points out that California generally follows the Restatement (Second) of Conflict of Laws in determining choice-of-law questions involving contracts. (See *Nedlloyd Lines B.V. v. Superior Court* (1992) 3 Cal.4th 459, 464-465 [applying Restatement (Second) of Conflict of Laws § 187 to a contractual choice-of-law clause].) Under this approach, so long as Kentucky "has a substantial relationship to the parties or

their transaction," and Kentucky law is not "contrary to a fundamental policy of California," Kentucky law will apply. (*Id.* at p. 466.)

Plaintiff does not dispute Waystar's argument that Kentucky has a substantial relationship to the parties and their transaction, and there is no fundamental conflict between Kentucky and California law. Waystar goes on to argue that a valid and enforceable arbitration agreement exists. Plaintiff does not dispute this point.

Plaintiff contends that the motion is not ripe because the ZirMed Agreement provides that any dispute shall be resolved by good faith negotiation, then non-binding mediation in Louisville, Kentucky, and then arbitration in Kentucky under the Commercial Rules of Arbitration of the American Arbitration Association if the dispute is not resolved within 30 days after submission to mediation. Waystar did not pursue mediation, but neither did Plaintiff, who skipped the Dispute Resolution process altogether and filed suit in Fresno Superior Court. As the court intends to grant Waystar's motion, the parties are directed to follow the Dispute Resolution process spelled out in the ZirMed Agreement – engage in mediation, then arbitration if mediation fails to resolve the disputes.

Plaintiff disputes that the claims presented herein are within the scope of the arbitration provision. However, issues of arbitrability are delegated to the arbitrator. The ZirMed Agreement provides that any issue not resolved by mediation "will be resolved by confidential arbitration by an arbitrator under the Commercial Rules of Arbitration of the American Arbitration Association." (Roseberry Decl., Exh. A ¶ 18.) The AAA Commercial Arbitration Rules and Mediation Procedures Rule R-7(a) (Am. Arb. Ass'n 2022) provides, "The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim, without any need to refer such matters first to a court." (See *Ally Align Health, Inc. v. Signature Advantage, LLC* (Ky. 2019) 574 S.W.3d 753, 756 ["the vast majority of courts have held that an agreement to arbitrate in accordance with the AAA's Rules clearly indicates the parties' intention to let an arbitrator determine whether their dispute is arbitrable."])

Plaintiff concedes that "incorporation of AAA Commercial Rules may constitute clear and unmistakable evidence of delegation in a commercial agreement, and Kentucky authority is favorable to that proposition. (*AllyAlign Health, Inc. v. Signature Advantage, LLC*, 574 S.W.3d 753, 756 (Ky. 2019)." (Oppo. 17:24-28.) Yet Plaintiff argues that even assuming Rule R-7 delegates ordinary arbitrability questions, it does not say that an arbitrator decides whether a California court may exercise section 1281.2(c) discretion to prevent conflicting rulings in related litigation. But Plaintiff cites to no authority for this position.

Plaintiff's argument regarding Waystar's authorized versus unauthorized conduct should be delegated to the arbitrator. "APT's principal argument is not that the 2011 agreement is invalid. APT disputes the contractual bridge between that legitimate APT/ZirMed relationship and the separate Momentumcontrolled Waystar environment involved in the conduct at issue. Martines authorized a Momentum employee's access to APT's existing Waystar account 62819, but he did not authorize creation or use of a separate account, carryover of APT's enrollments, or use of APT's NPI, Medicare submitter/EDI authority, claims data, ERA records, or PHI through that separate pathway.

(Martines Decl., ¶¶ 8-10, 15-16, 28.) Thus, the issue is not merely whether Waystar mishandled APT's authorized account; it is whether Waystar may invoke the arbitration provision from APT's legitimate account relationship to govern claims arising from an allegedly unauthorized, separately controlled third-party environment." (Oppo. 18:11-20.)

This is an issue that must be determined by the arbitrator pursuant to the delegation rule. If the arbitrator determines that the conduct alleged is not within the scope of the arbitration agreement, the matter can be remanded back to this court. In any case, the arbitration clause broadly provides that it applies to "ALL DISPUTES **RELATING** TO **ALL ASPECTS OF THE RELATIONSHIP** BETWEEN CUSTOMER AND ZIRMED." (Roseberry Decl., Exh. A ¶ 18, emphasis added.)

Which brings us back to Plaintiff's argument that the court should deny arbitration or select a Section 1281.2(c) remedy that prevents fragmentation. Again, the agreement specifically designates Kentucky Law, not California Law. No provision of the ZirMed Agreement purports to adopt California law, or more specifically, California's procedural rules governing arbitration.

In *Mastick v. TD Ameritrade, Inc.* (2012) 209 Cal.App.4th 1258, 1266, the court held that Section 1281.2(c) does not apply when the parties do not specifically designate California law as the law governing the contract and instead designate some other state's law (Nebraska law, in *Mastick*). In *Mastik* Nebraska's Uniform Arbitration Act did not authorize a court to stay arbitration or refuse to enforce an arbitration provision to avoid duplicative proceedings or conflicting rulings, but provided that the court must stay issues that are subject to arbitration pending arbitration. (*Ibid.*) "The absence of California choice-of-law provisions in the TD Ameritrade agreements precludes application of section 1281.2, subdivision (c)." (*Ibid.*; see also *Seidman & Seidman v. Wolfson* (1975) 50 Cal.App.3d 826 ["once it was decided that New York law applied, the court had no choice but to allow arbitration in New York despite the California provision [Section 1281.2] that the court should order arbitration 'unless it determines that . . . (grounds exist for the revocation of the agreement.'"].)

There is no showing that Kentucky law has any similar provision to Section 1281.2(c). Since the court cannot apply California procedural law in connection with Waystar's motion, the motion to compel arbitration is granted.

Momentum's Motion to Compel Arbitration (Joined by AdvandedMD)

In August 2024, APT and defendant Momentum Billing, LLC ("Momentum") entered into a Client Contract governing the provision of revenue-cycle management and medical billing services (the "Client Contract"). (Simon Decl., Exh. B; Complaint 19-21.) The Client Contract provides that "any dispute or claim concerning, *arising from, related to or connected to* the terms or conditions of this Contract be resolved through binding arbitration administered by the American Arbitration Association ("AAA") in San Diego County, California. (Simon Decl., Ex. B, § 5.7.) The parties' agreement thus designates both the arbitral forum (AAA) and the seat of arbitration (San Diego County).

Momentum points out that in connection with and pursuant to the Client Contract, the parties also executed a written Business Associate Agreement ("BAA"), which governs Momentum's access to and use of protected health information ("PHI") while performing billing services under the Client Contract. (Simon Decl., Exhs. B and C; Complaint ¶ 11.) The BAA regulates Momentum's use of PHI solely in performing services under the Client Contract. Thus, Momentum contends that any dispute concerning the scope of authorization under the BAA necessarily concerns and arises from the parties' contractual relationship.

Momentum contends that plaintiff's own Complaint confirms that the entire dispute arises from the parties' written agreements governing billing services and PHI access. As alleged in the Complaint, the BAA was executed in connection with the Client Contract and governs Momentum's access to PHI in performing billing services under that agreement. (Compl. ¶¶ 19-23.)

Plaintiff disputes that there exists an agreement to arbitrate because the version of the Contract submitted by Momentum in support of the motion is incomplete – it contains no signature by Plaintiff, no signature by Momentum, no initials on any page, and no completed effective date.

However, in making this argument Plaintiff ignores its own court filings and reliance on the Client Contract as an enforceable agreement. Exhibit A to the Simon Declaration is Michael Martines' declaration under penalty of perjury filed in support of Plaintiff's application for temporary restraining order. Martines, Plaintiff's CEO, states, "In 2024, APT hired Defendant MOMENTUM BILLING, LLC ("Momentum") to perform billing and revenue-cycle services under a written Service Agreement and Business Associate Agreement (collectively, the 'Agreements'). Under the Service Agreement, Momentum was authorized to perform billing services through TheraOffice, which is APT's billing/practice system. Attached as Exhibit 1 is a true and correct copy of the Service Agreement. Meanwhile, the Business Associate Agreement ('BAA') limited the authorized use and disclosure of APT's Protected Health Information ('PHI') to the scope of the main Service Agreement. Attached as Exhibit 2 is a true and correct copy of the BAA." (Martines Decl., ¶ 4.)

Exhibit B to the Simon Declaration is the Client Contract attached as Exhibit 1 to Martines' Declaration. Thus, it is a contract that Plaintiff has admitted to be the parties' contractual agreement relative to the claims presented in this action. At the 3/26/2026 preliminary injunction hearing, Plaintiff's counsel affirmatively represented to this Court that "I don't think there's any dispute that there was an agreement." (Simon Supp. Decl., ¶ 3, Exh. D.) Plaintiff's formation argument is inconsistent with the position he maintained throughout this litigation until Momentum invoked the arbitration clause. Plaintiff cannot have it both ways. Moreover, the executed agreement was attached to Momentum's AAA Demand for Arbitration, and Plaintiff never challenged its authenticity or argued in the AAA proceeding that the Client Contract had never been executed or that no arbitration agreement existed. (Miller Decl."], ¶¶ 5–9, Exs. 1–3.) A party may not rely on an agreement containing an arbitration clause as the basis for its claims while repudiating the arbitration provision in that same agreement. (*DMS Services, Inc. v. Superior Court of Los Angeles County* (2012) 205 Cal.App.4th 1346, 1354.)

Plaintiff then contends that breaches of the BAA are not within the scope of the Client Contract's arbitration provision. Plaintiff asserts that it understood the BAA and the Client Contract to be separate agreements, serving different purposes and proceeding on separate execution tracks. The BAA (which does not include an arbitration provision) addressed Momentum's preliminary access to patient information while Momentum evaluated APT's existing TheraOffice environment; the proposed Client Contract would separately govern any billing services Momentum ultimately agreed to provide. (Martines Decl., ¶¶ 4–5.) In fact, Plaintiff points out that it executed the BAA over two hours before Momentum transmitted the Client Contract to Plaintiff. (Martines Decl., ¶¶ 6-8.) Thus, Plaintiff contends that execution of the BAA could not have constituted execution or acceptance of the Client Contract. (Martines Decl., ¶ 8.)

The court agrees with Momentum that the dispute does concern interpretation of the Client Contract, which would bring the causes of action within the scope of the arbitration provision. Plaintiff's theory necessarily requires determining whether the Client Contract authorized the challenged conduct and whether its conditions for migration were satisfied. Again, the Client Contract provides that "any dispute or claim concerning, **arising from**, **related to** or **connected to** the terms or conditions of this Contract be resolved through binding arbitration …" Even assuming the BAA is a distinct agreement governing protected-health-information obligations, Plaintiff's claims against Momentum remain anchored in what the Client Contract authorized, prohibited, or required. A second agreement does not render a dispute nonarbitrable when the claim still concerns and depends on the agreement containing the arbitration clause.

The fact that Plaintiff includes various tort and statutory claims does not mean the contractual arbitration provision is not enforceable. California courts enforce broad arbitration clauses when nominally tort or statutory claims are rooted in the parties' contractual relationship. *Coast Plaza Doctors Hospital v. Blue Cross of California* (2000) 83 Cal.App.4th 677, 685-686, compelled arbitration where tort and statutory claims were inextricably related to the service agreement's terms.

Before addressing Section 1281.2(c), the court will address AdvancedMD's joinder. Because AdvancedMD does not have a contractual arbitration agreement with Plaintiff, AdvancedMD piggybacks on Momentum's motion.

AdvancedMD argues that, though it is not a party to the Momentum Client Contract, it is entitled to compel arbitration of Plaintiff's claims against it because it is within the class for whose benefit the arbitration agreement was entered into, and through the doctrine of equitable estoppel. (See *Ronay Family Ltd. P'Ship v. Tweed* (2013) 216 Cal.App.4th 830, 838-839; *Gonzalez v. Nowhere Beverly Hills LLC* (2024) 107 Cal.App.5th 111, 118 [under the doctrine of equitable estoppel, "… a signatory to an agreement with an arbitration clause cannot ... on the one hand, seek to hold the non-signatory liable pursuant to duties imposed by the agreement, which contains an arbitration provision, but, on the other hand, deny arbitration's applicability because the defendant is a nonsignatory."] (internal quotes omitted).)

"Under California law, a nonsignatory can be compelled to arbitrate under two sets of circumstances: (1) where the nonsignatory is a third party beneficiary of the contract containing the arbitration agreement; and 2) where a preexisting relationship

existed between the nonsignatory and one of the parties to the arbitration agreement, making it equitable to compel the nonsignatory to also be bound to arbitrate his or her claim." (*Crowley Mar. Corp. v. Bos. Old Colony Ins. Co.* (2008) 158 Cal.App.4th 1061, 1069–70 (internal quotes omitted).) A contract, made expressly for the benefit of a third person, may be enforced by him at any time before the parties thereto rescind it. *Ronay*, 216 Cal.App.4th at 838-839. "It is not necessary that the beneficiary be named and identified as an individual." Id. (int. quot. omitted).

The court finds that AdvancedMD does not have standing to enforce the Momentum Client Contract. It is an undisputed fact that Plaintiff never entered into a contract with AdvancedMD containing an arbitration provision, never agreed that AdvancedMD could enforce Momentum's proposed arbitration clause, and never executed the separate agreement contemplated before Plaintiff's billing operations could be migrated from TheraOffice to the AdvancedMD platform.

AdvancedMD's points to no language in the arbitration provision of the Client Contract that specifically relates to AdvancedMD, or indicates that another party such as AdvancedMD would be an intended beneficiary of the contract. The Client contract does not purport to require arbitration of disputes with platform vendors, and does not confer an express right of enforcement upon AdvancedMD. The mere fact that the Client Contract refers to the possibility of using an AdvancedMD platform does not establish that the contracting parties intended to confer upon AdvancedMD the right to compel arbitration. A contractual reference to a third party or its services is not equivalent to an intent to grant that party enforceable rights under the agreement.

The strongest ground for denial of the motion to compel arbitration is that arbitration against Momentum only would create duplicative proceedings and a substantial risk of conflicting rulings.

Plaintiff alleges that Momentum moved or participated in moving APT's active billing operations into an AdvancedMD-related workflow and that a second or parallel Waystar account or pathway was created or used in connection with APT's claims activity without APT's authorization. APT has lost meaningful visibility, access, auditability, and control over billing activity using its patient information, provider identifiers, payer enrollments, and claims data.

Plaintiff contends that the conduct at issue necessarily involves all three Defendants – Momentum operated within the billing and clearinghouse environments; AdvancedMD supplied or controlled the platform into which APT's billing operations were moved; and Waystar maintained the clearinghouse records and pathways through which claims-related activity occurred and arise from the same integrated series of events and depend on substantially the same records, witnesses, electronic logs, authorization evidence, enrollment materials, and technical evidence. (Martines Decl., ¶¶ 31–35.)

A trial court may refuse to compel arbitration where: (1) a party to the arbitration agreement is also involved in litigation with a third party; (2) the litigation arises from the same transaction or series of related transactions; and (3) there exists a possibility of conflicting rulings on common issues of law or fact. (Code Civ. Proc., § 1281.2, subd. (c).)

Where those conditions are met, there are four options from which the court may choose: (1) "refuse to enforce the arbitration agreement and ... order intervention or joinder of all parties in a single action or special proceeding"; (2) "order intervention or joinder as to all or only certain issues"; (3) "order arbitration among the parties who have agreed to arbitration and stay the pending court action or special proceeding pending the outcome of the arbitration proceeding"; and (4) "stay arbitration pending the outcome of the court action or special proceeding." (Code Civ. Proc., § 1281.2, subd. (c).)

All three criteria certainly appear to be present here. Momentum does not dispute that the first two criteria are met. Instead it contends that Plaintiff does not identify a specific issue of law or fact that would require the arbitrator and this Court to reach inconsistent determinations. (See *Acquire II, Ltd. v. Colton Real Estate Group* (2013) 213 Cal.App.4th 959, 964, 967, 973–978.) *Acquire II*, however, presented an unusual situation where nearly 250 plaintiffs filed suit against seven defendants. The plaintiffs' claims arose from investments with defendants in separate transactions in which they invested in different funds or properties at different times over a 10-year period. (*Id.* at pp. 963, 974, fn. 1 & 2.) There were necessarily, therefore, large variances in the many plaintiffs' various claims.

"[T]he allegations of the parties' pleadings may constitute substantial evidence sufficient to support a trial court's finding that section 1281.2(c) applies." (*Id.* at p. 972.) Here the claims against all Defendants arise from the same series of related transactions. "Plaintiff alleges a single integrated course of conduct involving the migration of billing operations from the authorized TheraOffice platform, implementation of the AdvancedMD billing workflow, routing of claims through a second or parallel Waystar account or pathway, unauthorized handling of Plaintiff's PHI and billing data, deprivation of Plaintiff's auditability and operational control, and the resulting financial and regulatory harm. Every cause of action asserted against each Defendant derives from these same operative facts." (Oppo. 17:21-27.)

And as Plaintiff points out, the remedies sought supports application of Section 1281.2(c). In addition to monetary damages from Momentum, Plaintiff seeks coordinated declaratory and injunctive relief requiring restoration of access to billing systems, preservation and production of electronic records, restoration of auditability, return of claims information, restoration of provider control, and appropriate handling of Plaintiff's protected health information. (Martines Decl., ¶¶ 31–42.) The relief sought necessarily involves all three defendants, with each party possessing different categories of information.

While the action will be somewhat fragmented with the claims against Waystar proceeding in Kentucky, the court finds it best and least likely to lead to inconsistent rulings and findings to keep the claims against Momentum and AdvancedMD in this judicial forum. (Code Civ. Proc., § 1281.2.)

Splitting this action into even just two separate proceedings is far from ideal. The best approach would be for the parties to agree to proceed with arbitration involving all defendants in a single forum. Absent such an agreement, this is the best the court can do.

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 10/26/2026 .
(Judge's initials) (Date)

(29)

Tentative Ruling

Re: ***Magee v. North Point Healthcare & Wellness***

Hearing Date: October 27, 2026 (Dept. 503)
Superior Court Case no. 22CECG02946

Motions(x2): Motions to withdraw

Tentative Ruling:

To find moot and take off calendar, as substitutions of attorney 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: JS on 10/26/2026.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Umpqua Bank v. Sran Family Orchards, Inc.***
Superior Court Case No. 25CECG00844

Hearing Date: October 27, 2026 (Dept. 503)

Motion: 1) Approve Settlement Agreements
2) Confirm Sale and Distribution

Tentative Ruling:

To deny plaintiff Columbia Bank's motion to approve settlement agreements, without prejudice. (Food & Agr. Code, § 55645.)

To grant the receiver's motion to confirm auction sale and distribute the net proceeds. (Code Civ. Proc., § 568.5.)

Explanation:

Where the court has appointed a receiver, further court orders in the receivership "rest 'upon the court's 'sound discretion exercised in view of all the surrounding facts and circumstances and in the interest of fairness, justice and the rights of the respective parties.'" (*County of Sonoma v. Quail* (2020) 56 Cal.App.5th 657, 671, quoting *City of Santa Monica v. Gonzalez* (2008) 43 Cal.4th 905, 931.) The court exercises such discretion properly where it "consider[s] all material facts and evidence." (*Ibid*.) "Where there is no evidence of fraud, unfairness, or oppression, the court has wide discretion" to approve a receiver's proposed actions. (*Ibid*.)

Approve Settlement Agreements

Here, the receiver in this matter has not brought this motion to approve settlement agreements. Rather, plaintiff bank has. Plaintiff seeks court approval of two settlement agreements reached as to the producer liens for Sukhminder Sanghera and Steve Bains. Notably, this would only resolve two of the seven producer liens at issue.

Food and Agriculture Code section 55645 provides "All claims in relation to payment shall have equal standing and payment shall be prorated if necessary among the claimants." The court would note that plaintiff maintains that while it believes the producers are collectively only entitled to $139,000 from the receivership, the entire receivership estate of $7.6 million would cover all the remaining liens if needed. The court is concerned that nearly $4 million in claimed producers' liens would remain at issue. While the total receivership estate may ultimately be utilized to satisfy the amounts owed for the producers' liens, the court is concerned with making orders which could prejudice the nonsettling producers at this time.

The court appreciates the efforts made by the parties to settle the issue of the producers' liens in this matter. However, in light of Food and Agriculture Code section

55645 and the understanding that five producers' lien claims remain unresolved, the court denies this motion, without prejudice. The court would be open to further addressing this issue after a determination is made regarding the total funds appropriate and/or available to satisfy all of the producers' liens.

Confirm Sale and Distribution

On July 1, 2026, the court granted the receiver permission to auction equipment obtained from possession defendants N.S. Farms, Inc., Sran Family Orchards, Inc., Sran Children Almonds, LLC, Sran Almonds, LLC, S3 Group, LLC, and Diamond West Farming Company, Inc. (Order, July 1, 2026.) Following the auction, the receiver seeks to confirm the auction sale and distribute the net proceeds from the auction as follows:

- $562,611.84 to Columbia Bank;
- $327,875.53 to Bank of the Sierras;
- $152,262.37 to Financial Pacific Leasing; and
- $25,332.29 to John Deere.

Code of Civil Procedure section 568.5 articulates that a receiver may sell property in the receiver's possession, but the sale is not final until the court confirms such. No one opposes confirmation of the sale. The court confirms the sale of the 91 lots by auction at issue here.

No opposition has been made to the distribution of $152,262.37 to Financial Pacific Leasing and $25,332.29 to John Deere for sales of equipment financed or leased by these entities. The court grants the receiver's request to distribute as to these funds.

An opposition has been made as to the distribution of $562,611.84 to Columbia Bank and $327,875.53 to Bank of the Sierras. Intervenors SSD Ag Unlimited, Hidden Valley, and Raminder S. Bains argue that the equipment sold in this auction may have been purchased using proceeds of the sale of almonds subject to producers' liens. The producers' liens are associated with Sran Family Orchards, Inc. The sale of farm equipment here appears to only include equipment from N.S. Farms, Inc. and Diamond West Farming Company, Inc., not Sran Family Orchards. (DeCamara Decl., Exh. A.) Further, intervenors have not presented any evidence that proceeds from the sale of their almonds were used to purchase any of the farm equipment sold at auction. The receiver has sufficiently demonstrated that Columbia Bank, Bank of the Sierras, Financial Pacific Leasing, and John Deere are the only entities with priority claims as to the equipment sold at the auction. Further, Columbia Bank and Bank of the Sierras have agreed to the distribution with regards to the equipment sold where they both had priority liens. As such, the court grants the request as to the distribution.

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 10/26/2026.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Reyes Hernandez v. Flores***
Superior Court Case No. 24CECG02393

Hearing Date: October 27, 2026 (Dept. 503)

Motion: By Plaintiff for Sanctions

Tentative Ruling:

The matter is stayed. (Cal. Rules of Court, rule 3.650.) The status conference remains on calendar.

Explanation:

On October 14, 2026, defendants filed a Notice of Stay of Proceedings. The Notice indicates the case is stayed as to all parties resulting from an automatic stay caused by a filing in another court. The court will not be making any orders at this time regarding sanctions.

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 10/26/2026.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Ahmed v. Canales et al.***
Superior Court Case No. 26CU03186

Hearing Date: October 27, 2026 (Dept. 503)

Motion: By Plaintiff Shogy Ahmed for Preliminary Injunction

Tentative Ruling:

To continue to Tuesday, December 8, 2026, 3:30 p.m. in Department 503. The October 1, 2026, order issuing a temporary restraining order remains in effect until hearing on the motion for preliminary injunction on December 8, 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 (Judge's initials) on 10/26/2027 (Date).