Tentative Rulings for October 28, 2025
Department 503

For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) ***The above rule also applies to cases listed in this "must appear" section.***

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

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(03)

Tentative Ruling

Re: ***Worldway International Investment Holdings Limited v. Advanced Bioenergy LP***
Case No. 25CECG01954

Hearing Date: October 28, 2025 (Dept. 503)

Motion: Plaintiff's Motion for Summary Judgment

Tentative Ruling:

To grant plaintiff's motion for summary judgment. However, the request for attorney's fees of $53,189.49 is denied without prejudice to plaintiff bringing a separate noticed motion for attorney's fees. Plaintiff shall submit a proposed judgment consistent with this order within ten days of the date of service of this order.

Explanation:

Plaintiff has moved for summary judgment of its entire complaint, contending that there are no disputed facts with regard to any of the elements of the breach of contract cause of action. Plaintiff alleges that the parties agreed that defendants would repay the entire amount owed to settle the prior litigation, which was $3,305,000, in installments of $60,000 per month in 2024, $120,000 per month in 2025, and $100,000 per month in 2026, with the final payment being $55,000. (Plaintiff's UMF Nos. 1, 2.) Each payment was due on the 15th of the month. (UMF No. 4.) All of the defendants are jointly and severally liable for paying the note. (UMF No. 3.) In the event of a missed payment, plaintiff may provide written notice to the defendants, who then must pay the amount within five days or provide evidence of payment. (UMF No. 6.) If defendants still fail to pay the amount due, then the entire amount of outstanding principal will be accelerated and becomes immediately due once the grace period expires. (UMF No. 7.) If the defendants still fail to pay the principal amount within five days, then plaintiff also has the right to recover 10% per annum interest plus its attorney's fees and costs for enforcing the note. (UMF Nos. 9, 11.)

Plaintiff alleges that defendants failed to make payments on the note starting on March 15, 2025. (UMF Nos. 12-14.) Plaintiff then sent written notice to defendants of the missed payment. (UMF Nos. 15, 16.) Plaintiff requested payment within five days, but defendants failed to make the payment within the grace period. (UMF Nos. 17, 18.) On March 31, 2025, plaintiff sent a final notice of nonpayment and requested a status of the payment. (UMF No. 19.) Defendants made a partial payment of $30,000 on April 1, 2025, and acknowledged that they were "working on paying the remaining $90,000 for March." (UMF No. 20.) Plaintiff then sent a default and notice of discharge period under the note to defendants on April 2, 2025, explaining that the grace period had expired and that the outstanding sums under the note were accelerated and immediately due and owing. (UMF No. 21.) Plaintiff advised defendants that the amount due was $2,325,000, and that defendants would owe interest and costs of enforcement if defendants did not pay the full balance owed by April 8, 2025. (UMF No. 22.) To date, defendants have failed to pay the full balance due on the note, which has an outstanding balance of $2,325,000. (UMF No. 23.) Therefore, plaintiff concludes that the undisputed facts establish that it is entitled to summary judgment, as defendants clearly breached the contract and caused plaintiff's damages.

The essential elements to prove up an action for breach of contract are: (1) the contract; (2) plaintiff's performance or excuse for nonperformance; (3) defendant's breach; and (4) the resulting damage to plaintiff. (*Wise v. Southern Pac. Co.* (1963) 223 Cal.App.2d 50, 59.) Here, plaintiff submits two declarations to support its motion, including a declaration from its Director, Winner Xinli Xing, and a declaration from its attorney, Amanda Morgan. Defendants have objected to both declarations on the grounds of lack of foundation, lack of personal knowledge, and failure to authenticate the documents submitted.

As defendants point out, a motion for summary judgment must be supported by admissible evidence. (Code Civ. Proc., § 437c, subd. (b)(1).) Thus, declarations submitted in support of summary judgment motions must be made on personal knowledge and set forth admissible evidence. "Declarations must show the declarant's personal knowledge and competency to testify, state facts and not just conclusions, and not include inadmissible hearsay or opinion. The declarations in support of a motion for summary judgment should be strictly construed, while the opposing declarations should be liberally construed." (*Bozzi v. Nordstrom, Inc.* (2010) 186 Cal.App.4th 755, 761, citations omitted.)

Here, Mr. Xing states that he is the Director of plaintiff Worldway Investment Holdings Limited, and that he is "familiar with the facts set forth herein", and that he has "personal knowledge of these matters." (*Id*. at ¶ 1.) He also states that plaintiff and defendants executed the note agreement on July 11, 2024, which was for the total amount of $3,205,000. (*Id*. at ¶ 2.) He further states that the note required defendants to make payments on the 15th of each month according to the schedule in the note, and that defendants failed to make payments on the note starting in March of 2025. (*Id*. at ¶¶ 3, 4.) Other than one partial payment of $30,000 on April 1, 2025, defendants have not made any monthly payments required under the note. (*Id*. at ¶ 5.) The amount owed on the note is $2,325,000. (*Id*. at ¶ 6.)

Mr. Xing does not state how he has personal knowledge of the note or its requirements. However, Mr. Xing is the Director of plaintiff and thus he has personal knowledge of the note and its contents, as well as whether defendants complied with its terms by making payments when they came due. Also, the attached copy of the note is signed by Mr. Xing as Director of plaintiff. (Plaintiff's Compendium of Evidence, Exhibit A, p. 7.) Therefore, plaintiff has provided sufficient evidence to authenticate and lay a foundation for the note. In addition, Mr. Xing's declaration shows that defendants breached the note by failing to make payments starting on March 15, 2025, that they have not made any further payments except for one partial payment of $30,000 on April 1, 2025, and that they currently owe $2,325,000 on the note. (Xing decl., ¶¶ 3-6.)

Also, while defendants object to the declaration of Amanda Morgan as lacking in personal knowledge and insufficient to authenticate or lay a foundation for the note and the other documents submitted in support of the motion, the court intends to overrule the objections. It is routine for attorneys to authenticate documents that they submit in the case, especially when the attorneys were involved in obtaining or preparing them.

(*Greenspan v. LADT, LLC* (2010) 191 Cal.App.4th 486, 523.) Here, Ms. Knox asserts that she has personal knowledge of the documents and their authenticity, and her firm was apparently involved in negotiating and drafting the underlying note as well as the other documents submitted by plaintiff in support of its motion. As a result, the court intends to overrule the objections and find that plaintiff has adequately authenticated and laid a foundation for the note and the other documents. Consequently, plaintiff has provided sufficient admissible evidence to meet their burden of showing that defendants breached the contract and caused plaintiff damage.

In their opposition, defendants have not provided any evidence that would tend to raise a triable issue of material fact with regard to the plaintiff's claim that they breached the note and caused plaintiff's damages. Other than raising objections to plaintiff's evidence, they do not dispute any of the facts submitted by plaintiff. However, as discussed above, the court intends to overrule the defendants' objections. Therefore, defendants have not met their burden of showing that there is a triable issue of material fact with regard to any of plaintiff's claims.

Defendants also argue that the court should deny the motion for summary judgment, or at least continue the hearing on the motion, because they have filed a motion to disqualify plaintiff's counsel for an alleged conflict of interest that is presently set for hearing on January 21, 2026. They claim that it would be premature and improper to grant summary judgment before their motion to disqualify counsel is heard.

However, the court intends to deny defendants' request to deny or continue the hearing on the summary judgment motion due to the pending motion for disqualification of plaintiff's counsel. While the court may deny or grant a continuance of a summary judgment motion where the opposing party presents admissible evidence showing that there are facts that it needs to oppose the motion that it has not yet been able to obtain through discovery (Code Civ. Proc., §437c, subd. (h)), here defendants have not made any showing that they need to conduct discovery in order to obtain facts needed to oppose the motion. Instead, they simply argue that the court should rule on the disqualification motion first before ruling on the summary judgment motion. Yet there is no statute that requires the court to rule on a disqualification motion before ruling on a summary judgment motion.

Nor does it appear that the disqualification motion is likely to change the outcome of the summary judgment motion. Defendants have not shown that the alleged conflict of interest would result in defendants being able to obtain any facts or evidence that they need to oppose the summary judgment motion, or that the alleged conflict of interest somehow makes it more difficult to oppose the motion. Indeed, they have not made any attempt to challenge any of the underlying facts, and it is not clear why disqualifying plaintiff's counsel would help them to defeat the summary judgment motion. It is also unclear that they have any standing to request disqualification of plaintiff's counsel based on the alleged conflict of interest, since plaintiff's counsel never represented defendants. Therefore, the court will not deny or continue the summary judgment motion based on the pending disqualification motion.

Instead, the court intends to grant the motion for summary judgment in favor of plaintiff. However, the court will deny plaintiff's request for attorney's fees without prejudice, as the issue of attorney's fees will need to be determined in a separate noticed motion. At this point, plaintiff has not submitted adequate evidence to show that the requested fees of $53,189.49 are reasonable in light of the work performed so far in the case. Therefore, the court intends to deny the requested fees without prejudice to plaintiff filing a separate motion for attorney's 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 10/22/2025 .
(Judge's initials) (Date)