Tentative Rulings for November 3, 2026
Department 501

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.

23CECG04151 ***Dara Briseno v. City of Fresno*** **is continued to Tuesday, December 29, 2026, at 3:30 p.m. in Department 501.**

26CECG00059 ***Sylvia Alaniz v. BMW of North America, LLC*** **is continued to Tuesday, December 29, 2026, at 3:30 p.m. in Department 501.**

26CU00480 ***Granville Homes, Inc. v. Aleksey Dvorkin*** **is continued to Tuesday, December 29, 2026, at 3:30 p.m. in Department 501.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 501

Begin at the next page

(37)

Tentative Ruling

Re: ***Varuzhan Danoyan v. Juliet Garza***
Superior Court Case No. 25CECG05584

Hearing Date: November 3, 2026 (Dept. 501)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To deny, without prejudice. Petitioner must file an amended petition, with appropriate supporting papers and proposed orders, and obtain a new hearing date for consideration of the amended petition. (Super. Ct. Fresno County, Local Rules, rule 2.8.4.)

Explanation:

Petitioner has not completely filled in required information on the Petition. For example, no one is named as petitioner in Petition Number 1. Additionally, the amount to be deposited is not listed on Petition Number 18(b). Further, the Petition does not indicate that petitioner is acting as guardian ad litem, but the orders do. Notably, nothing was filed to establish petitioner as guardian ad litem.

According to the Petition, the minor received medical treatment at the emergency room and through chiropractic care. The only records attached were those for chiropractic treatment. As such, the medical records are incomplete. The court cannot make a determination as to whether the settlement is in the best interests of the minor without complete medical records relevant to the incident.

The medical expenses have not been substantiated. Petitioner indicates that the medical expenses total $1,549.38. $1,200 is to go to Accident and Injury Relief Center, allegedly negotiated down from $1,698. $349.39 is to go to DHCS. No billing records or lien information was attached. The court cannot make a determination as to whether the settlement in the minor's best interests where the medical expenses are not substantiated.

Pursuant to California Rules of Court, Rule 3.1312 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: KCK **on** 11/02/26 .
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Financial Credit Network, Inc. v. Griselda Berber***
Superior Court Case No. 25CECG04456

Hearing Date: November 3, 2026 (Dept. 501)

Motion: By Plaintiff for an Order Deeming Admissions Admitted and for Monetary Sanctions

Tentative Ruling:

To deny, without prejudice.

Explanation:

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 has served a response in "substantial compliance with Code of Civil Procedure Section 2033.220. (Code Civ. Proc., § 2033.280, subd. (c.) Further, a party may seek relief from the waiver of objections, on motion, if 1) the party has subsequently served a response in substantial compliance and 2) the party's failure to serve a timely response was due to mistake, inadvertence, or excusable neglect. (Code Civ. Proc., § 2033.280, subd. (a).)

Here, plaintiff appears to seek one order deeming admissions admitted as to two separate defendants. Also, the proofs of service for the discovery at issue do not indicate how the Requests for Admissions were served on these defendants. (Abbott Decl., ¶ 3 and Exhs. A and B.) Where it is unclear whether the underlying requests for admissions were actually served, it would be inappropriate to deem admissions admitted. Further, plaintiff should calendar and pay the filing fees for the appropriate number of motions.

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: KCK on 11/02/26.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Amy Swan v. Will Stoll /LEAD CASE***
Superior Court Case No. 23CECG00336

Hearing Date: November 3, 2026 (Dept. 501)

Motion: By Plaintiff to Renew the Motion to Amend

Tentative Ruling:

To deny. (Code Civ. Proc., § 1008, subd. (b).)

Explanation:

Plaintiff seeks to renew her previously denied motion to amend her complaint pursuant to Code of Civil Procedure section 1008, subdivision (b). This section allows for a party to renew a motion based on "new or different facts, circumstances, or law". (Code Civ. Proc., § 1008, subd. (b).) Such a motion requires an affidavit stating the new facts, circumstances, or law and an explanation for why these were not obtained earlier. (*Hickenbottom v. Medical Solutions LLC* (2026) 122 Cal.App.5th 934, 939; *Even Zohar Construction & Remodeling, Inc. v. Bellaire Townhouses, LLC* (2015) 61 Cal.4th 830, 833.)

Plaintiff argues that new case law, *Hickenbottom v. Medical Solutions LLC, supra*, 122 Cal.App.5th 934, supports her motion to renew. Notably, this case is about motions to renew. It is not a case which would be new case law regarding plaintiff's underlying motion to amend. As such, it is not new law which would support the motion to amend which was denied on August 13, 2026.

Plaintiff argues that new facts developed during discovery also support her motion to renew. When presenting new facts, a party must show that they could not have discovered or produced such, with reasonable diligence, in the earlier motion. (*New York Times Co. v. Superior Court* (2005) 135 Cal.App.4th 206, 212.) Here, the facts plaintiff refers to are primarily facts which were contained in her case file which was transferred to her by her former attorney. Plaintiff has not presented sufficient authority for the position that her review of the facts known to her former counsel constitute new facts as opposed to a new review of already known or discoverable facts.

Plaintiff does seek to add information regarding a communication she had with a Mark Tucker after the motion to amend was denied. The communication was regarding a conversation Tucker had with a Matthew Dildine regarding Dildine's role in assisting the parties with resolving the financial dispute. While the communication is new, the information does not appear to be new, but rather another perspective on information already known or knowable to plaintiff and already alleged in the complaint.

The motion to renew plaintiff's previously denied motion for leave to amend is denied.

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: KCK on 11/02/26.
(Judge's initials) (Date)

(36)

Tentative Ruling

Re: ***Anthony Wanamaker v. FCA US LLC***
Superior Court Case No. 26CU00365

Hearing Date: November 3, 2026 (Dept. 501)

Motion: by Defendant FCA US LLC Demurring to the Complaint

Tentative Ruling:

To sustain the demurrer to the sixth cause of action, with leave to amend. (Code Civ. Proc., § 430.010, subd. (e).)

Plaintiff is granted 10 days' leave to file the First Amended Complaint. The time in which the complaint can be amended will run from service by the clerk of the minute order. All new allegations in the First Amended Complaint are to be set in **boldface** type.

Explanation:

Defendant FCA US LLC (hereinafter, "defendant") demurs to the sixth cause of action for fraudulent inducement concealment on the ground that the complaint fails to plead facts establishing FCA owed plaintiffs Anthony D. and Betty J. Wanamaker ("plaintiffs") a duty to disclose and that plaintiffs were damaged by the fraud as opposed to the breach of warranty.

" 'As with all fraud claims, the necessary elements of a concealment/suppression claim consist of " '(1) misrepresentation (false representation, concealment, or nondisclosure); (2) knowledge of falsity (scienter); (3) intent to defraud (i.e., to induce reliance); (4) justifiable reliance; and (5) resulting damage.' " ' [Citation.]" (*Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th at p. 843.) "Fraud, including concealment, must be pleaded with specificity. [Citation.]" (*Dhital v. Nissan North America, Inc., supra,* 84 Cal.App.5th at p. 843-844.)

"A duty to disclose a material fact can arise if (1) it is imposed by statute; (2) the defendant is acting as plaintiff's fiduciary or is in some other confidential relationship with plaintiff that imposes a disclosure duty under the circumstances; (3) the material facts are known or accessible only to defendant, and defendant knows those facts are not known or reasonably discoverable by plaintiff (i.e., exclusive knowledge); (4) the defendant makes representations but fails to disclose other facts that materially qualify the facts disclosed or render the disclosure misleading (i.e., partial concealment); or (5) defendant actively conceals discovery of material fact from plaintiff (i.e., active concealment)." (*Rattagan v. Uber Technologies, Inc.* (2024) 17 Cal.5th 1, 40.)

"Circumstances (3), (4), and (5) presuppose a preexisting relationship between the parties, such as 'between seller and buyer, employer and prospective employee, doctor and patient, or parties entering into any kind of contractual agreement. [Citation.] All of these relationships are created by transactions between parties from

which a duty to disclose facts material to the transaction arises under certain circumstances.' [Citation.]" (*Rattagan v. Uber Technologies, Inc., supra,* 17 Cal.5th at p. 41, 40–41, citations omitted.) "Suppression of a material fact is actionable when there is a duty of disclosure, which may arise from a relationship between the parties, such as a buyer-seller relationship. [Citation.]" (*Dhital v. Nissan North America, Inc., supra*, 84 Cal.App.5th at p. 843.) " 'Such a transaction must necessarily arise from direct dealings between the plaintiff and the defendant; it cannot arise between the defendant and the public at large.' [Citation.]" (*Rattagan v. Uber Technologies, Inc., supra,* 17 Cal.5th at p. 41, citations omitted.)

Defendant contends that the complaint does not sufficiently allege that it had a duty to disclose the alleged defect in the vehicle because there was no transactional relationship between the parties. Plaintiffs oppose the demurrer by contending that they have alleged a transactional relationship giving rise to a duty to disclose.

The First District Court of Appeal in Dhital determined a cause of action for fraudulent concealment was sufficiently pled, where the "plaintiffs alleged the CVT transmissions installed in numerous Nissan vehicles (including the one plaintiffs purchased) were defective; Nissan knew of the defects and the hazards they posed; Nissan had exclusive knowledge of the defects but intentionally concealed and failed to disclose that information; Nissan intended to deceive plaintiffs by concealing known transmission problems; plaintiffs would not have purchased the car if they had known of the defects; and plaintiffs suffered damages in the form of money paid to purchase the car." (*Id.,* at p. 844.) It was held that the plaintiffs sufficiently alleged the existence of a buyer-seller relationship between the parties by alleging that "they bought the car from a Nissan dealership, that Nissan backed the car with an express warranty, and that Nissan's authorized dealerships are its agents for purposes of the sale of Nissan vehicles to consumers." (*Ibid*.)

Although plaintiffs argue in opposition that they have pled that plaintiffs went to a FCA US LLC dealership and purchased a Jeep Grand Cherokee, backed by FCA's express warranties, and FCA profited from selling it, these allegations are not pled in the complaint. Unlike in *Dhital*, the complaint does not allege whom plaintiffs purchased the vehicle from, and whether the seller was defendant's agent. Therefore, the complaint does not sufficiently allege the existence of a seller-buyer relationship.

Nor is a contractual agreement giving rise to a duty to disclose alleged. While it is alleged that plaintiffs entered into an express warranty contract, the warranty contract did not arise until the sale was complete, which was after the alleged concealment occurred. While plaintiffs contend the warranty contract with defendant is sufficient to give rise to a duty to disclose, plaintiffs fail to present any authority indicating as such.

To the extent plaintiffs contend that defendant made representations and marketing materials that were rendered misleading by the concealed information, the transactional relationship must "necessarily arise from direct dealings between the plaintiff and the defendant; it cannot arise between the defendant and the public at large." (*Rattagan, supra,* 17 Cal.5th at p. 41.)

Thus, the complaint fails to allege facts sufficient to establish defendant's duty to disclose.

Next, defendant contends that plaintiffs cannot recover the purchase price under the fraud cause of action because plaintiffs seek recovery of the same under the warranty causes of action. "A plaintiff may plead cumulative or inconsistent causes of action." (*Gherman v. Colburn* (1977) 72 Cal.App.3d 544, 565.) While plaintiffs must elect their remedies at judgment and may not pursue inconsistent remedies on the same set of facts, plaintiffs are not precluded from *pleading* an alternative theory of liability or basis for recovery. (*Ram's Gate Winery, LLC v. Roche* (2015) 235 Cal.App.4th 1071, 1087 ["any obligation it might have to elect one of two inconsistent remedies would not arise prior to trial; an election of remedies is required only after a decision on the merits and prior to entry of judgment"].)

Defendant's reliance upon *Lazar v. Superior Court* (1996) 12 Cal.4th 631 to support its contention that plaintiffs must plead damages arising from the fraud cause of action and separate the Song-Beverly statutory causes of action is misplaced. In *Lazar*, a terminated employee sued his employer for breach of contract and fraud, alleging that he had been induced by false promises from his employer to leave his former job and work for the employer. (*Id.* at pp. 638-649.) In concluding that the employee was entitled to assert a claim for promissory fraud in addition to his breach of contract claim, the Supreme Court in *Lazar* held that a party asserting fraud and breach of contract claims may, in suitable circumstances, recover out-of-pocket damages for fraud *and* benefit-of-the-bargain damages for breach of contract. (*Id.* at pp. 645-646.) *Lazar* did not indicate that a party must plead both two separate sets of damages in order to pursue the alternative theories of liability. (*Id*. at pp 645-646.) "[T]he [plaintiff] ... has a cause of action in tort as an alternative at least, and perhaps in some instances in addition to his cause of action on the contract." (*Lazar v. Superior Court* (1996) 12 Cal.4th 631, 638 [discussing the availability of pleading causes of action for both promissory fraud and breach of contract on the same set of facts].)

Therefore, damages are sufficiently alleged to support the sixth cause of action. Nonetheless, the demurrer is sustained on the ground that there are insufficient facts pled to establish defendant's duty to disclose. Leave to amend is granted, since plaintiffs indicate that they purchased the subject vehicle at defendant's dealership.

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: KCK on 11/02/26.
(Judge's initials) (Date)

(36)

Tentative Ruling

Re: ***Willie Williams v. FCA US LLC***
Superior Court Case No. 26CU01708

Hearing Date: November 3, 2026 (Dept. 501)

Motion: by Defendant FCA US LLC Demurring to the Complaint

Tentative Ruling:

To sustain the demurrer to the sixth cause of action, with leave to amend. (Code Civ. Proc., § 430.010, subd. (e).)

Plaintiff is granted 10 days' leave to file the First Amended Complaint. The time in which the complaint can be amended will run from service by the clerk of the minute order. All new allegations in the First Amended Complaint are to be set in **boldface** type.

Explanation:

Defendant FCA US LLC (hereinafter, "defendant") demurs to the sixth cause of action for fraudulent inducement concealment on three grounds: (1) the cause of action is time barred; (2) plaintiff's allegations lack the requisite specificity; and (3) plaintiff's claim is barred by the economic loss doctrine. In particular, FCA argues that plaintiff fails to plead specific facts establishing a transactional relationship with FCA, identifying the individual(s) who concealed material facts or made the misrepresentations, the defect in the subject vehicle, that FCA had exclusive knowledge of the defect, that FCA actively concealed the defect, and that plaintiff justifiably and actually relied on the omitted information.

Statute of Limitations

Defendant contends that the fraud cause of action accrued on November 20, 2024, when plaintiff purchased the subject vehicle and that any facts supporting plaintiff's delayed discovery is not well-pled.

The parties agree that the statute of limitations on a fraud cause of action is three years (Code Civ. Proc., § 338 , subd. (d)), and that plaintiff filed the original complaint on June 17, 2025. Since June 17, 2025 is within three years of November 20, 2024, there is no statute of limitation issue implicated from the pleadings. Plaintiff need not plead specific facts establishing his delayed discovery of the facts giving rise to the cause of action where the dates alleged in the complaint do not show that the cause of action is barred by the applicable statute of limitations. Moreover, defendant's statute of limitations argument is not noticed in defendant's demurrer or notice of hearing and appears only in defendant's memorandum of points and authorities. Unless the grounds for a demurrer are distinctly specified, it may be disregarded. (Code Civ. Proc., § 430.60; Cal. Rules of Court, rule 3.1320(a).) Therefore, the demurrer is not sustained on this ground.

Fraud Allegations

" 'As with all fraud claims, the necessary elements of a concealment/suppression claim consist of " '(1) misrepresentation (false representation, concealment, or nondisclosure); (2) knowledge of falsity (scienter); (3) intent to defraud (i.e., to induce reliance); (4) justifiable reliance; and (5) resulting damage.' " ' [Citation.]" (*Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th at p. 843.) "Fraud, including concealment, must be pleaded with specificity. [Citation.]" (*Dhital v. Nissan North America, Inc., supra,* 84 Cal.App.5th at p. 843-844.)

"A duty to disclose a material fact can arise if (1) it is imposed by statute; (2) the defendant is acting as plaintiff's fiduciary or is in some other confidential relationship with plaintiff that imposes a disclosure duty under the circumstances; (3) the material facts are known or accessible only to defendant, and defendant knows those facts are not known or reasonably discoverable by plaintiff (i.e., exclusive knowledge); (4) the defendant makes representations but fails to disclose other facts that materially qualify the facts disclosed or render the disclosure misleading (i.e., partial concealment); or (5) defendant actively conceals discovery of material fact from plaintiff (i.e., active concealment)." (*Rattagan v. Uber Technologies, Inc.* (2024) 17 Cal.5th 1, 40.)

"Circumstances (3), (4), and (5) presuppose a preexisting relationship between the parties, such as 'between seller and buyer, employer and prospective employee, doctor and patient, or parties entering into any kind of contractual agreement. [Citation.] All of these relationships are created by transactions between parties from which a duty to disclose facts material to the transaction arises under certain circumstances.' [Citation.]" (*Rattagan v. Uber Technologies, Inc., supra,* 17 Cal.5th at p. 41, 40–41, citations omitted.) "Suppression of a material fact is actionable when there is a duty of disclosure, which may arise from a relationship between the parties, such as a buyer-seller relationship. [Citation.]" (*Dhital v. Nissan North America, Inc., supra*, 84 Cal.App.5th at p. 843.) " 'Such a transaction must necessarily arise from direct dealings between the plaintiff and the defendant; it cannot arise between the defendant and the public at large.' [Citation.]" (*Rattagan v. Uber Technologies, Inc., supra,* 17 Cal.5th at p. 41, citations omitted.)

The First District Court of Appeal in *Dhital* determined a cause of action for fraudulent concealment was sufficiently pled, where the "plaintiffs alleged the CVT transmissions installed in numerous Nissan vehicles (including the one plaintiffs purchased) were defective; Nissan knew of the defects and the hazards they posed; Nissan had exclusive knowledge of the defects but intentionally concealed and failed to disclose that information; Nissan intended to deceive plaintiffs by concealing known transmission problems; plaintiffs would not have purchased the car if they had known of the defects; and plaintiffs suffered damages in the form of money paid to purchase the car." (*Dhital v. Nissan North America, Inc., supra*, 84 Cal.App.5th at p. 844.) It was held that the plaintiffs sufficiently alleged the existence of a buyer-seller relationship between the parties by alleging "they bought the car from a Nissan dealership, that Nissan backed the car with an express warranty, and that Nissan's authorized dealerships are its agents for purposes of the sale of Nissan vehicles to consumers." (*Ibid*.) Accordingly, so long as plaintiff may truthfully plead similar allegations to those found sufficient by the *Dhital* court

for purposes of pleading a claim for fraudulent concealment, the court intends to find the pleadings sufficient to defeat demurrer.

Here, just as in *Dhital*, the complaint alleges that the engine defects exist in numerous vehicles equipped with the 3.6L engine, including the one plaintiffs purchased (Compl., ¶ 16); defendant knew of the defects and the hazards they posed (*Id*. at ¶¶ 17-20, 66); defendant had exclusive knowledge of the defects but intentionally concealed and failed to disclose that information (*Id*. at ¶¶ 17-20, 22, 25); plaintiffs would not have purchased the vehicle if they had known of the defects (*Id.* at ¶ 24); and plaintiffs suffered damages in the form of money paid to purchase the vehicle. (*E.g.,* Compl., ¶ 71.) Notably, however, the complaint does not allege whom plaintiffs purchased the car from, and whether the seller was Defendant's agent. Although plaintiffs argue in opposition that they have pled that plaintiffs went to a FCA US LLC dealership and purchased a Jeep Grand Cherokee, backed by FCA's express warranties, and FCA profited from selling it, these allegations are not pled in the complaint.

Therefore, the complaint does not sufficiently allege the existence of a transactional relationship.

However, plaintiffs contend that a transactional relationship need not exist to impose a duty to disclose. Plaintiff conclusively relies upon the following cases in support of this contention: *Ford Motor Warranty Cases* (2023) 89 Cal.App.5th 1324, *Bader v. Johnson & Johnson* (2022) 86 Cal.App.5th 1094, *Gilead Tenofovir Cases* (2024) 98 Cal.App.5th 911, and *Rattagan v. Uber Technologies, Inc.* (2024) 17 Cal.5th 1. The court disagrees with plaintiff's proposition and addresses each of these cases in turn.

First, *Ford Motor Warranty Cases* discussed whether a nonsignatory vehicle manufacturer could compel a purchaser-plaintiff to arbitrate claims arising from a retail sales installment agreement between the purchaser-plaintiff and a dealership. While the court in *Ford Motor Warranty Cases* observed that the plaintiffs there did not allege the existence of an agency relationship between the dealership and vehicle manufacturer, the court did not discuss the pleadings required to pursue a fraudulent concealment cause of action. (*Id.* at pp. 1340-1341.) The motion at issue in that case was not one attacking the pleadings. "It is axiomatic that cases are not authority for propositions not considered." (*People v. Gilbert* (1969) 1 Cal.3d 475, 482; see also *Santisas v. Goodin* (1998) 17 Cal.4th 599, 620. ["[a]n appellate decision is not authority for everything said in the court's opinion but only 'for the points actually involved and actually decided.'"].)

Second, *Badar* relies on *Bigler-Engler v. Breg. Inc.* (2017) 7 Cal.App.5th 276 in determining that the defendant manufacturer was not prejudiced by the trial court's omission of a jury instruction. There, the manufacturer appealed and argued that the trial court erred in failing to tell the jury that they had to find a transaction arising from direct dealings between it and plaintiff in order to reach a verdict in plaintiff's favor on the fraudulent concealment claim. (*Badar, supra,* 86 Cal.App.5th at p. 1132.) The First District Court of Appeal in *Badar* indicated that the question discussed in *Bigler-Engler* was whether there was a sufficient transaction or relationship between the defendant and plaintiff (or the minor plaintiff's parents) based on the court's description of evidence that had not been offered in the case. Therefore, the court in *Badar* determined that the proper instruction under *Bigler-Engler* would have instructed the jury "to consider whether

similar evidence of transactions, advertising, or J&J's direct monetary benefit supported the transactional requirement." (*Ibid*.)

However, defendant cites the recent case of *Bjoin v. J-M Manufacturing Co., Inc.* (2025) 113 Cal.App.5th 884 ("*Bjoin*"), where the plaintiff brought a fraudulent concealment claim against a pipe manufacturer and argued for a broader duty to disclose, contending the manufacturer owed him a duty to disclose the risk of cancer from cutting its pipes with a power saw. (*Id*. at p. 890.) The plaintiff suggested that a duty-to-disclose relationship is created under *Bigler* **"**between a manufacturer and a consumer when a manufacturer advertises its products to consumers or profits from the sale of its products to consumers." (*Id*. at p. 902.) The appellate court disagreed, explaining that imposing a duty to disclose under such circumstances would greatly expand the well-settled law on fraudulent concealment, which the California Supreme Court recently summarized in *Rattagan*. (*Id.* at pp. 901–903.) As the appellate court explained:

> We do not believe the *Bigler* court intended to greatly expand the well settled law on fraudulent concealment, which it had just summarized, solely by its description of evidence that had not been offered in the case, without any supporting legal analysis or citation to legal authority, indeed without any acknowledgement that it was expanding the law. Further, in many factual circumstances, such an expansion would create the exact duty-to-disclose relationship which the *Bigler* court has expressly disavowed: a relationship between the defendant and the public at large.

(*Bjoin, supra,* 113 Cal.App.5th at p. 903.)

Third, plaintiff cites *Gilead Tenofovir Cases* (2024) 98 Cal.App.5th 911 only for the proposition that "a vehicle manufacturer owes a duty to purchasers of its vehicles to disclose known defects." (*Id*., at p. 948 citing *Dhital, supra,* 84 Cal.App.5th at p. 844.) However, *Gilead* does not provide that a transactional relationship need not exist. Nor does *Dhital,* as discussed above.

Lastly, as explained above, *Rattagan* stands for the opposite proposition.

Thus, the complaint fails to allege facts sufficient to establish defendant's duty to disclose.

Economic Loss Rule

Defendant demurs on the additional ground that the economic loss rule bars plaintiff's recovery on its fraud cause of action.

The economic loss rule provides that where a buyer's expectations in a sale are frustrated because the product the buyer purchased is not working properly, the remedy is in contract alone, because the buyer has suffered only economic losses. (*Robinson Helicopter Co., Inc. v. Dana Corp*. (2004) 34 Cal.4th 979, 988 (*Robinson Helicopter*).) "*Quite simply, the economic loss rule prevents the law of contract and the law of tort from dissolving one into the other*." (*Id.* at p. 988, internal quotation marks and citation omitted,

italics added.) For purposes of the rule, the term "[e]conomic loss consists of damages for inadequate value, costs of repair and replacement of the defective product or consequent loss of profits—without any claim of personal injury or damages to other property." (*Ibid*., internal quotation marks and citation omitted.)

In *Robinson Helicopter*, the California Supreme Court explained the narrow and limited exception that allows a party to recover for fraud or deceit in connection with a contract provided the party can establish the defendant's independent tortious conduct apart from a breach of the contract itself. Thus, to recover, the plaintiff must establish that the defendant violated an independent duty arising from tort law. (*Robinson Helicopter, supra,* 34 Cal.4th at p. 990.) This particular ruling was limited to a defendant's affirmative misrepresentations on which a plaintiff relied and which exposed the plaintiff to liability for damages independent of the plaintiff's economic loss. (*Id.* at p. 993.) But the ruling was not preclusive, as the Court specifically cited to several other instances where tort damages were permitted in contract cases. (*Id.* at pp. 989-990.)

In *Rattagan*, the California Supreme Court confirmed that the economic loss rule does not bar a contracting party from stating a tort cause of action for fraudulent inducement through concealment under the following circumstances:

> [A] plaintiff may assert a cause of action for fraudulent concealment based on conduct occurring in the course of a contractual relationship, *if the elements of the claim can be established independently of the parties' contractual rights and obligations and the tortious conduct exposes the plaintiff to a risk of harm beyond the reasonable contemplation of the parties when they entered into the contract.*

(*Rattagan, supra,* 17 Cal.5th at p. 45, italics added.)

Before the Supreme Court ruled in *Rattagan*, the appellate court in the *Dhital* correctly held that the plaintiff's fraudulent inducement claim by concealment fell within the exception to the economic loss rule as articulated in *Robinson Helicopter*. (*Dhital, supra,* 84 Cal.App.5th at p. 839.) Here, as in *Dhital,* plaintiff alleges defendant fraudulently induced him to buy the defective vehicle by concealing information about safety defects.

At the pleading stage, plaintiff sufficiently alleges facts to establish that the economic loss rule does not bar her fraudulent concealment claim. The tortious presale concealment is independent of the warranty agreement and plaintiff would not have reasonably contemplated such concealment when she purchased the Vehicle. (See *Rattagan, supra,* 17 Cal.5th at pp. 26-27 [pre-contract fraudulent concealment is outside parties' reasonable expectations when entering into a contractual relationship]; *Robinson Helicopter, supra,* 34 Cal.4th at p. 993 [contracting parties should not be expected to anticipate fraud and dishonesty].) Therefore, the court the demurrer to the sixth cause of action for fraudulent inducement and concealment is not sustained on this ground.

Nonetheless, the demurrer is sustained on the ground that there are insufficient facts pled to establish defendant's duty to disclose. Leave to amend is granted, since plaintiff indicates that he purchased the subject vehicle at defendant's dealership.

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: KCK on 11/02/26.
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***JT2, Inc. v. State Center Community College District***
Superior Court Case No. 24CECG02375

Hearing Date: November 3, 2026 (Dept. 501)

Motion: by Defendant State Center Community College District to Bifurcate Trial

Tentative Ruling:

To deny.

Explanation:

Under Code of Civil Procedure section 1048, "The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of any cause of action, including a cause of action asserted in a cross-complaint, or of any separate issue or of any number of causes of action or issues, preserving the right of trial by jury required by the Constitution or a statute of this state or of the United States." (Code Civ. Proc., § 1048, subd. (b).) Also, under Code of Civil Procedure section 598, "The court may, when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order, no later than the close of pretrial conference in cases in which such pretrial conference is to be held, or, in other cases, no later than 30 days before the trial date, that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case, except for special defenses which may be tried first pursuant to Sections 597 and 597.5." (Code Civ. Proc., § 598.) The court also has the power to "provide for the orderly conduct of proceedings before it," and to "amend and control its process and orders so as to make them conform to law and justice." (Civ. Proc. Code § 128(a)(3), (8).)

"It is within the discretion of the court to order a severance and separate trials of such actions, and the exercise of such discretion will not be interfered with on appeal except when there has been a manifest abuse thereof." (*McLellan v. McLellan* (1972) 23 Cal.App.3d 343, 353, citations omitted; see also *Grappo v. Coventry Financial Corp*. (1991) 235 Cal.App.3d 496, 503-504.) Where the evidence on one issue overlaps with evidence on another issue, it is appropriate to deny bifurcation. (*Cook v. Superior Court* (1971) 19 Cal.App.3d 832, 834.)

Here, defendant and cross-defendant State Center Community College District ("SCCCD") has not shown that it would be more efficient to hold two separate trials in the action. SCCCD argues the allocation of responsibility between Harris and JT2, Inc. is separate and distinct from the issues between Harris and SCCCD. Both JT2, Inc. and Harris Construction, Inc. oppose bifurcation on the basis that the indemnity issues between the

parties are intertwined and there is no efficiency in the separation of the remaining causes of action in the complaint from the cross-complaint.

With respect to SCCCD's motion for summary adjudication, the court previously found that there is an actual controversy between the three parties regarding the rights and duties of the parties under the Prime Contract and subcontract in addition to proper pass-through claims brought by Harris against SCCCD on behalf of JT2, Inc. Although resolution of the claims between JT2, Inc. and Harris Construction, Inc. *could* be resolved independent of a resolution of the claims between Harris Construction, Inc. and SCCCD, it does not mean they *should* be resolved independently. Resolution for all claims appear to involve the same issues, witnesses, and evidence. Thus, a second trial to resolve the claims between Harris Construction, Inc. and SCCCD would require duplicate testimony and evidence presentation in addition to the duplication of time and effort.

Therefore, plaintiff has failed to meet its burden of showing that bifurcation would increase economy or serve the interests of justice.

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: KCK on 11/02/26.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***LS Power Grid California, LLC v. Re Tranquillity Landco, LLC***
Superior Court Case No. 26CU01163

Hearing Date: November 3, 2026 (Dept. 501)

Motion: By Plaintiff LS Power Grid California LLC for Prejudgment Possession

Tentative Ruling:

To grant. Order signed. No appearances necessary.

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: KCK on 11/02/26.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***D.B. v. Clovis Unified School District***
Superior Court Case No. 25CECG00526

Hearing Date: November 3, 2026 (Dept. 501)

Motion: (1) By Plaintiff D.B. to Compel Further Responses to Request for Production, Set Three, and Request for Sanctions;
(2) By Plaintiff D.B. to Compel Deposition x2

Tentative Ruling:

To grant the motion to compel further responses in full. Defendant Clovis Unified School District is directed to serve a verified response to the Request for Production Nos. 32, 33, and 36, and produce relevant, unredacted documents within 7 days of service of the order by the clerk. Defendant Clovis Unified School District shall exercise reasonable efforts to cause this order to be served without undue delay on the pupils and the parents impacted by this order. (20 U.S.C. § 1232g, subd. (b)(2)(B); Ed. Code, § 49077, subd. (a).)

To deny the request for sanctions.

To order the two motions to compel deposition off calendar, as no moving papers were filed.

Explanation:

Plaintiff D.B. ("Plaintiff") seeks to compel further responses to Request for Production Nos. 32, 33, and 36 of Set Three from defendant Clovis Unified School District ("Defendant").[1] At its core, the dispute, which appears uncontested, is the seeking of an unredacted version of an October 6, 2023, "Detail Behavior" report from Buchanan High School, specifically as to two student names, and who was consequently notified. (Schoening Decl., ¶ 3, and Ex. B, and related attachment, thereto.)

Plaintiff submits that this information is necessary to the case at large. Plaintiff's action alleges, among other things, that Defendant negligently supervised a football game where Plaintiff was assaulted by other students. Plaintiff seeks discovery to establish

[1] Defendant argues as a threshold that the motion was untimely served. The original hearing date for the motion was October 29, 2026. Thus, 16 court days prior to hearing fell on October 7, 2026. Plaintiff filed a proof of service on October 8, 2026, attesting to personal service of the moving papers on October 7, 2026, at 4:29 p.m. Defendant does not appear to contest the proof of service, merely arguing that the papers were served 15 court days prior to hearing. October 12, 2026, Columbus Day, is not a court holiday. (Code Civ. Proc., § 135 [excepting Columbus Day from judicial holidays].) The court finds that the motion was timely served by personal service, and proceeds.

notice to Defendant of misbehavior in or near the football field through prior incidents. The court finds good cause to compel a further response.[2]

Defendant opposes based solely on privacy grounds. Defendant submits that the unredacted disciplinary records are not producible under the federal Family Educational Rights and Privacy Act ("FERPA") and California Education Code sections 49076 and 49077, both of which generally prohibit the disclosure. Neither are prevailing bases to resist production. As Plaintiff argues, each of Title 20 of the United States Code, section 1232g, subdivision (b)(2)(B) and California Education Code sections 49076, subdivision (a) and 49077, subdivision (a) carves out disclosure pursuant to a court order. As the court previously noted, notice, not consent, is all that is required to disclose. (20 U.S.C. § 1232g, subd. (b)(2)(B) ["…upon condition that parents and the students are notified of all such orders or subpoenas in advance of the compliance…"], Ed. Code, § 49077, subd. (a) ["The school district shall make a reasonable effort to notify the pupil's parent or legal guardian and the pupil in advance of compliance with… a court order."]) Thus, disclosure may occur pursuant to a court order and advanced notice to the pupils and their parents or legal guardians.

Defendant further argues that the names would invade privacy in contravention to constitutional rights. . The California Constitution protects the individual's reasonable expectation of privacy against a serious invasion. (*Pioneer Electronics (USA), Inc. v. Superior Court* (2007) 40 Cal.4th 360, 370.) A reasonable expectation of privacy is an objective entitlement founded on broadly based and widely accepted community norms. (*Hill v. Nat'l Collegiate Athletic Assn.* (1994) 7 Cal.4th 1, 37.) The invasion of privacy must be serious in nature, scope, and actual or potential impact to constitute an egregious breach of social norms. (*Ibid.*) Trivial invasions afford no protection. (*Ibid.*) If the invasion is serious, the invasion must be measured against legitimate and important competing interests. (*Id.* at p. 38.) If the intrusion is limited and confidential information is carefully shielded from disclosure except to those who have a legitimate need to know, privacy concerns are assuaged. (*Ibid.*)

As noted above, the interests in disclosure are warranted given the relevance to Plaintiff's claims. Defendant suggests that Plaintiff has all that is necessary without the names, whether medical attention was needed, where a student was disciplined, and where the police department responded. However, as Plaintiff implies, only the students at issue can testify directly to what happened, and the conditions thereof, without relying on hearsay statements contained in the report. This intrusion appears to be sufficiently protected by the presence of a protective order. For these reasons, the motion is granted.

Plaintiff further seeks sanctions. The court finds circumstances that would render the imposition of sanctions as unjust. (Code Civ. Proc., § 2031.310, subd. (h).) Defendant

[2] Defendant argues that meet-and-confer efforts were insufficient. The court agrees. An email correspondence does not satisfy the meet-and-confer requirements of a live conversation. (Code Civ. Proc., § 2016.040, subd. (a).) The email in question does not even attempt to seek a live conversation. (Schoening Decl., Ex. G.) However, due solely to the court's severely impacted docket, the court finds that further efforts to meet and confer would not have been fruitful. The court proceeds.

was under no obligation to produce the information sought, or to notify pupils and parents until a court order was made. (20 U.S.C. § 1232g, subd. (b)(2)(B); Ed. Code, § 49077, subd. (a).) The request for sanctions is denied.

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: KCK on 11/02/26.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Torrey Arguello, JR v. Moran Law Firm***
Superior Court Case No. 24CECG02662

Hearing Date: November 3, 2026 (Dept. 501)

Motion: Sanctions

Tentative Ruling:

To take off calendar, as no moving papers have been filed.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: KCK on 11/02/26.
(Judge's initials) (Date)