Tentative Rulings for November 4, 2026
Department 502

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.

23CECG05121 ***Pafoday Kanu vs. Geil Enterprises, Inc.*** **is continued to Thursday, November 5, 2026, at 3:30 p.m. in Department 502.**

24CECG01651 ***Joseph Crown Construction & Development, Inc v. Amtrust International Underwriters DAC*** **is continued to Wednesday, December 30, 2026, at 3:30 p.m. in Department 502.**

26CECG00851 ***Sumrein v. Porsche Cars North America*** **is continued to Wednesday, December 30, 2026, at 3:30 p.m. in Department 502.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 502

Begin at the next page

(49)

Tentative Ruling

Re: ***In Matter of Angel Isaac Amari Reyes***
Superior Court Case No. 26CU03630

Hearing Date: November 4, 2026 (Dept. 502)

Motion: Petition to compromise minor's claim

Tentative Ruling:

To grant. Petitioner Marissa Rodriguez is directed to file an amended proposed order approving compromise, and order to deposit by 5:00 p.m., Friday, November 13, 2026. In the event that oral argument is requested, minor is excused from appearing.

To set a status conference for Wednesday, February 3, 2027, at 3:30 p.m., in **Department 501**, for confirmation of deposit of the minor's funds into a blocked account. If an Acknowledgment of Receipt of Order and Funds for Deposit in Blocked Account (MC-356) is filed at least five court days before the hearing, the status conference will come off calendar.

Explanation:

Petition submitted by Petitioner seeks approval for the compromise of minor claimant's claim resulting from the wrongful death of a parent. The petition appears to be sufficiently stated other than one issue with the requested reimbursement of expenses.

A court shall only approve **reasonable** expenses be paid from the settlement of a minor. (Prob. Code, § 3601.) The court does not find the $300 file preservation fee as reasonable. Accordingly, Petitioner is directed to file an amended proposed order approving compromise and order to deposit funds in a blocked account striking the $300 file preservation fee by 5 p.m., Friday, November 13, 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: lmg on 11-3-26.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Lopez v. American Credit Acceptance, LLC***
Superior Court Case No. 26CECG01299

Hearing Date: November 4, 2026 (Dept. 502)

Motion: By Defendant American Credit Acceptance, LLC to Compel Arbitration, and Request for Stay

Tentative Ruling:

To order the matter off calendar as moot. This action is stayed pending completion of arbitration.

Explanation:

Defendant American Credit Acceptance, LLC ("Defendant") seeks to compel plaintiff Roman Lopez ("Plaintiff") to arbitrate the claims pending in the present action. Plaintiff submits an opposition that prior to the filing of the present motion, Plaintiff submitted the matter to arbitration, mooting the motion. Accordingly, the matter is ordered off calendar. The matter is stayed pending completion of arbitration. (Code Civ. Proc., § 1281.4; 9 U.S.C. § 3.)

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: lmg on 11-3-26.
(Judge's initials) (Date)

(36)

Tentative Ruling

Re: ***Legarda v. Madera Roofing, Inc.***
Superior Court Case No. 24CECG02472

Hearing Date: November 4, 2026 (Dept. 502)

Motion: by Plaintiff Compelling Defendant's Further Responses to Special Interrogatories and Requests for Production

Tentative Ruling:

To continue the motions to Wednesday, January 13, 2027, at 3:30 p.m. in Department 502. To order the parties to engage in good faith meet and confer efforts regarding the issues raised by the disputed responses in person, by phone, or by videoconference. (Code Civ. Proc., §§ 2016.040; 2030.300; 2031.310.) Plaintiff's counsel shall serve and file a supplemental declaration regarding the results of the meet and confer efforts and what responses, if any, remain in dispute by the close of business on Wednesday, January 6, 2026.

Explanation:

Under Code of Civil Procedure section 2030.300, subdivision (b)(1), "A motion [to compel further responses to interrogatories] under subdivision (a) shall be accompanied by a meet and confer declaration under Section 2016.040." Motions to compel further responses to requests for production of documents and requests for admissions must also include a meet and confer declaration. (Code Civ. Proc., §§ 2031.310, subd. (b)(2); 2033.290, subd. (b)(1).) "A meet and confer declaration in support of a motion shall state facts showing a reasonable and good faith attempt, either in person, by telephone, or by videoconference, to informally resolve each issue presented by the motion." (Code Civ. Proc., § 2016.040, subd. (a).)

"[A] determination of this kind (reasonability and good faith) almost inherently involves the court in considering issues of a factual nature." (*Obregon v. Superior Court* (1998) 67 Cal.App.4th 424, 430.) "A determination of whether an attempt at informal resolution is adequate also involves the exercise of discretion. The level of effort at informal resolution which satisfies the 'reasonable and good faith attempt' standard depends upon the circumstances. In a larger, more complex discovery context, a greater effort at informal resolution may be warranted. In a simpler, or more narrowly focused case, a more modest effort may suffice. The history of the litigation, the nature of the interaction between counsel, the nature of the issues, the type and scope of discovery requested, the prospects for success and other similar factors can be relevant." (*Id*. at p. 431.)

Here, plaintiff's counsel sent a meet and confer email regarding the disputed responses to defense counsel on August 19, 2026, one day after defendant's initial

responses were served. (*Thordarson* Decl. at ¶ 6.) That email also sought further responses by August 21, 2026. (*Ibid*.) Defense counsel did not respond to the email and served a supplemental response on August 21, 2026. (*Id.* at ¶ 7.) On August 25, 2026, plaintiff's counsel filed a request for pretrial conference which was denied and granted plaintiff leave to file motions to compel. (*Id*. at ¶¶ 10, 12.) On September 4, 2026, plaintiff filed the instant discovery motions.

There is no evidence that the parties actually discussed the substance of their disputes at any time by phone, in person, or by videoconference. There is nothing in counsel's declarations that shows that a phone conference actually took place that resulted in a good faith discussion of the issues.

Thus, plaintiff's counsel has not shown that he made a full good faith effort to meet and confer on the disputed requests before filing his motions. It appears that counsel prematurely filed the motions to compel without actually meeting and conferring in person, by phone, or by videoconference. Simply exchanging emails and having discussions about scheduling a meet and confer discussion without actually engaging in a substantive discussion of the issues is not enough to show a good faith effort to meet and confer. Counsel must actually meet in person, by phone, or by videoconference and make a serious, good faith effort to resolve their disputes. (Code Civ. Proc., § 2016.040.)

Therefore, the court will not hear the merits of the motions to compel further responses at this time, as the plaintiff has not shown that he engaged in a good faith effort to meet and confer on the issues raised by the responses. Instead, the court intends to continue the matter and order the parties to engage in further efforts to meet and confer in person, by phone, or by videoconference. The court will also order plaintiff's counsel to file a supplemental declaration before the hearing regarding the results of the discussions, and what responses, if any, remain at issue. At the continued hearing, the court will rule on the responses that remain in dispute, if any.

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: lmg on 11-3-26.
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***Fenn v. American Honda Motor Co., Inc.***
Superior Court Case No. 22CECG03462

Hearing Date: November 4, 2026 (Dept. 502)

Motion: by Defendant for Summary Adjudication

Tentative Ruling:

To grant the motion for summary adjudication of the Second Cause of Action for Fraudulent Inducement-Concealment.

To deny the motion for summary adjudication as to plaintiff's claim for punitive damages.

To grant, on the court's own motion, a motion to strike the prayer for punitive damages. (Code Civ. Proc., § 436.) Leave to amend is not granted.

Defendant is directed to submit to this court, within 10 days of service of the minute order, a proposed judgment consistent with the court's summary adjudication order.

Explanation:

Plaintiffs Gina Fenn and Janie Rogers filed this action alleging a cause of action for breach of express warranty under the Song-Beverly Act against American Honda Motor Co., Inc., ("AHM") as well as a cause of action for fraudulent inducement-concealment. The second cause of action alleges that AHM concealed a "Honda-Sensing Defect" from plaintiffs at the time of their purchase of a 2021 Honda Civic ("Subject Vehicle"). Defendant AHM moves for summary adjudication of plaintiffs' fraudulent concealment claim and the prayer for punitive damages.

A defendant may move for summary adjudication as to one or more causes of action. (Code Civ. Proc., § 437c, subd. (f)(1).) Defendant bears the initial "burden of production to make a prima facie showing of the nonexistence of any triable issue of material fact." (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850.) The defendant meets its burden by showing that: (1) "one or more elements of the plaintiffs' cause of action cannot be established;" or, (2) the "defendant establishes an affirmative defense to the cause of action." (Code Civ. Proc., § 437c, subd. (o)(1).)

A moving defendant "has two means by which to shift the burden of proof under subdivision (o)(2) to the plaintiff to produce evidence creating a triable issue of fact. The defendant may rely upon factually insufficient discovery responses by the plaintiff to show that the plaintiff cannot establish an essential element of the cause of action sued upon. Alternatively, the defendant may utilize the tried and true technique of negating ('disproving') an essential element of the plaintiff's cause of action." (*Brantley v. Pisaro*

(1996) 42 Cal.App.4th 1592, 1598, citations omitted.) Here, AHM submits five issues for adjudication, four negating different elements of plaintiffs' claim for fraudulent inducement-concealment and the fifth asserting that plaintiffs lack admissible evidence to support their claim for punitive damages.

Issue 1: Plaintiffs' Second Cause of Action for Fraudulent Inducement-Concealment fails as a matter of law because Plaintiffs cannot establish that AHM owed Plaintiffs a duty to disclose. No direct transaction existed between Plaintiffs and AHM that would give rise to such a duty or provide an opportunity for disclosure.

"There are 'four circumstances in which nondisclosure or concealment may constitute actionable fraud: (1) when the defendant is in a fiduciary relationship with the plaintiff; (2) when the defendant had exclusive knowledge of material facts not known to the plaintiff; (3) when the defendant actively conceals a material fact from the plaintiff; and (4) when the defendant makes partial representations but also suppresses some material facts.' " (*LiMandri v. Judkins* (1997) 52 Cal.App.4th 326, 336, quoting *Heliotis v. Schuman* (1986) 181 Cal.App.3d 646, 651.) For a duty to disclose to arise in the absence of a fiduciary relationship between the parties, there must exist some relationship between the parties "created by transactions between the parties from which a duty to disclose facts material to the transaction arises under certain circumstances." (*Id*., at p. 337.)

The transactional relationship contemplated as giving rise to a duty to disclose "must necessarily arise from direct dealings between the plaintiff and the defendant; it cannot arise between the defendant and the public at large." (*Rattagan v. Uber Technologies, Inc*. (2024) 17 Cal.5th 1, 41, quoting *Bigler-Engler v. Breg, Inc*. (2017) 7 Cal.App.5th 276, 311.)

Defendant contends that it cannot be held liable for fraudulent concealment because it had no duty to disclose any facts about the vehicle to plaintiffs, as it did not sell the vehicle directly to them and it had no "transactional relationship" with them. (*Bigler-Engler v. Breg, Inc., supra*, 7 Cal.App.5th at p. 311.) The evidence supports finding there was a transactional relationship between the Honda dealership where plaintiffs purchased the Subject Vehicle and no direct contact with AHM prior to the purchase. UMF Nos. 1-7.)

The court finds defendant has met its burden for summary adjudication as to the lack of a direct transactional relationship to support finding a duty to disclose. The burden is now shifted to plaintiffs to raise a dispute of material fact. Plaintiffs attempt to do so by stating that AHM was represented in the transaction by its agent Clawson Honda of Fresno and contending that they relied upon advertising directed to consumers. (See, Response to UMF Nos. 5-7.)

Plaintiffs argues the duty to disclose arise from AHM's exclusive knowledge of the alleged defect. They rely primarily on federal cases wherein the district court found a cause of action for fraudulent concealment adequately alleged based on a duty arising from defendant's exclusive knowledge of the alleged defect. (*Falk v. Gen. Motors Corp*. (N.D. Cal. 2007) 496 F.Supp.2d 1088, 1096-97; *In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Practices, & Prods. Liab. Litig*. (C.D. Cal. 2010), 754 F.Supp.2d 1145, 1174, 1192.) For a duty to disclose to arise where the defendant has exclusive

knowledge of material facts, the circumstances "presuppose a preexisting relationship between the parties." (*Rattagan v. Uber Technologies, Inc*., *supra*, 17 Cal.5th at p. 40.)

Plaintiffs have not disputed the lack of transactional relationship between the parties to support the existence of a duty to disclose. Plaintiff state the dealership was the agent of AHM in the transaction. (Response to UMF No. 5.) "The existence of an agency relationship is usually a question of fact, unless the evidence is susceptible of but a single inference. [citations]." (*Violette v. Shoup* (1993) 16 Cal.App.4th 611, 619.) However, plaintiffs fail to support this dispute with evidence of the agency relationship. (Code Civ. Proc., § 437c, subd. (b)(3).) To the extent plaintiffs also appear to assert a direct contract between the parties based on the warranty issued with the purchase of the new vehicle, no authority is proffered to support finding the generic warranty offered with every new Honda vehicle supports the existence of a direct transaction between the consumer purchasing the vehicle and the manufacturer. (See, Response to UMF Nos. 6-7.) In the absence of evidence to support finding a dispute as to the existence of a direct transaction between the parties giving rise to a duty to disclose, the court finds plaintiffs have not met their burden in opposing summary adjudication.

Accordingly, the motion for summary adjudication of Issue 1 is granted.

Having found summary adjudication of the second cause of action on the grounds stated in Issue 1, the court will not proceed with the merits of the remaining challenges to the second cause of action within Issues 2, 3 and 4.

Issue 5: Plaintiffs prayer for punitive damages fails as a matter of law because there is no triable issue of material fact supporting such damages. Even if Plaintiffs fraudulent concealment claim survives, Plaintiffs lacks competent, admissible evidence establishing malicious, fraudulent, or oppressive conduct, or that any such conduct was authorized, ratified, or committed by a managing agent of the corporation.

Defendant moves for summary adjudication of the plaintiffs' claim for punitive damages on the basis that they lack evidence "clear and convincing" evidence of AHM having acted with oppression, fraud or malice. (Civ. Code § 3294, subd. (a).) Defendant's moving papers cite generally to UMF Nos. 1-14 as supporting that there is no evidence of AHM having acted with malice, oppression, or fraud, however the material facts within the separate statement bear no clear connection to evidence of malice, oppression or fraud as opposed to elements of the fraud-based second cause of action. This may satisfy the premise that there is no evidence of fraud but does not address oppression or malice. "This is the Golden Rule of Summary Adjudication: If it is not set forth in the separate statement, *it does not exist*." (*United Community Church v. Garcin* (1991) 231 Cal.App.3d 327, 337 [superseded by statute on other grounds]; *Allen v. Smith* (2002) 94 Cal.App.4th 1270, 1282; *Teselle v. McLoughlin* (2009) 173 Cal.App.4th 156, 173 [failure of defendant's separate statement to address material allegation in complaint was "fatal flaw"].)

The court finds the defendant has not met its burden in moving for summary adjudication of plaintiff's claim for punitive damages. However, in light of the court granting summary adjudication of the fraud-based second cause of action, the court

elects on its own motion to strike the prayer for punitive damages. (Code Civ. Proc., § 436.)

"The court may, upon a motion made pursuant to Section 435, or at any time in its discretion, and upon terms it deems proper: (a) Strike out any irrelevant, false, or improper matter inserted in any pleading, (b) Strike out all or any part of any pleading not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court." (Code Civ. Proc., § 436.)

A motion to strike may be used to remove a claim for punitive damages that is not adequately supported by the facts alleged in the complaint. (*Cryolife, Inc. v. Superior Court* (2003) 110 CalApp.4th 1145; *Kaiser Foundation Health Plan, Inc. v. Superior Court* (2012) 203 Cal.App.4th 696.)

Civil Code section 3294, subdivision (a) provides:

> In an action for the breach of an obligation not arising from contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or malice, the plaintiff, in addition to the actual damages, may recover damages for the sake of example and by way of punishing the defendant.

In the case at bench, the complaint does not state facts to support a claim for punitive damages following the summary adjudication of the second cause of action for Fraudulent Inducement-Concealment. The remaining cause of action alleges breach of express warranty pursuant to the Song-Beverly Consumer Warranty Act. Plaintiffs seek damages under the Song-Beverly Act, including reimbursement of the price paid for the vehicle, incidental, consequential, and general damages, costs and attorney fees, and civil penalties. (Complaint, ¶¶ 98-102.) There are no allegations that the failure to repair the vehicle or make prompt restitution in accordance with the Song-Beverly Act is the result of fraud, oppression, or malice. (Complaint, ¶¶ 92-97.) Therefore, the prayer for punitive damages is stricken. The court will not grant leave to amend.

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: lmg on 11-3-26.
(Judge's initials) (Date)