Tentative Rulings for November 10, 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.

25CECG05940 ***McCracklin v. Bansal*** **is continued to Tuesday, December 1, 2026, at 3:30 p.m. in Department 503.**

23CECG01723 ***Martinez-Martinez v. General Motors LLC*** **is continued to Tuesday, December 29, 2026, at 3:30 p.m. in Department 503.**

26CU01870 ***Marquez v. Roberts*** **is continued to Tuesday, December 29, 2026, at 3:30 p.m. in Department 503.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 503

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(37)

Tentative Ruling

Re: ***Gutierrez v. Panaligan***
Superior Court Case No. 25CECG00773

Hearing Date: November 10, 2026 (Dept. 503)

Motion: By Defendant to Bifurcate Liability and Damages Issues at Trial

Tentative Ruling:

To grant the motion to bifurcate. (Code Civ. Proc., §§ 598, 1048.)

Explanation:

Under Code of Civil Procedure section 598, the court is given great discretion in regards to the order of issues at trial:

> 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…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….

Similarly, Code of Civil Procedure section 1048, subdivision (b) specifies the court's discretion in regards to bifurcating issues for separate trial:

> 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 … or of any separate issue or of any number of causes of action or issues.

These sections are generally relied upon for bifurcation, usually to try issues of liability before damages issues. Bifurcation of such can serve the purpose of avoiding "waste of time and money caused by the unnecessary trial of damages questions in cases where the liability issue was resolved against the plaintiff." (*Trickey v. Superior Court In and For Sacramento County* (1967) 252 Cal.App.2d 650, 653.) Bifurcation can avoid wasting time where a plaintiff loses on the issue of liability, but it can also promote settlements where the plaintiff prevails on liability. (*Foreman & Clark Corp. v. Fallon* (1971) 3 Cal.3d 875, 888, fun. 8.) The decision to grant or deny a motion to bifurcate issues, and/or to have separate trials, lies within the court's sound discretion. (*Grappo v. Coventry Financial Corp*. (1991) 235 Cal.App.3d 496, 503-504.)

The court does not find Plaintiff's argument damages evidence cannot be severed from liability evidence because it is necessary to prove damages in order to establish liability because harm is an element of negligence persuasive. First, harm and damages are not the same thing. Second, the potential to have the nature and/or extent

of injury to a Plaintiff sway a jury on the question of liability is one of the reasons courts have the discretion to bifurcate. Furthermore, Plaintiff's argument would result in an inability to bifurcate any negligence claim since harm is an element of negligence. That is clearly not the state of the law. There is nothing unique about the nature of Plaintiff's claim for damages that would require a jury to determine damages before being able to answer the question of liability.

The court finds it appropriate to have the jury determine liability before addressing the question of damages. The court finds bifurcation appropriate for both judicial economy as well as to prevent sympathy based on the nature and/or extent of Plaintiff's injuries from swaying the jury on the question of liability.

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 11/9/2026.
(Judge's initials) (Date)

(41)

Tentative Ruling

Re: ***InstaRisa Technologies, LLC, a California Limited Liability Company v. Alain David Carballeyra***
Superior Court Case No. 26CU02801

Hearing Date: November 10, 2026 (Dept. 503)

Motion: By Specially Appearing Defendant to Quash Service or, in the Alternative, Stay the Action

Tentative Ruling:

To grant the motion filed by the specially appearing defendant, Alain David Carballeyra, to quash service and dismiss the complaint filed by the plaintiff, InstaRisa Technologies, LLC. The prevailing party is directed to submit to this court, within seven days of service of the minute order, a proposed judgment dismissing the complaint.

Explanation:

The defendant, Alain David Carballeyra (Carballeyra), moves to quash service of summons and to dismiss the complaint filed by the plaintiff, InstaRisa Technologies, LLC, a California limited liability company (InstaRisa), for lack of personal jurisdiction. In the alternative, Carballeyra moves to stay this action based on the equitable doctrine of forum non conveniens. Carballeyra contends substantial justice requires a stay to permit this controversy to be adjudicated in South Carolina, where Carballeyra is a resident and the parties are already actively engaged in litigation over the same claims that form the basis of this action.

Applicable Laws

As the United States Supreme Court has explained, a nonresident defendant "has a liberty interest in not being subject to the judgments of a forum with which he or she has established no meaningful minimum 'contacts, ties or relations.' " (*Vons Companies, Inc. v. Seabest Foods, Inc.* (1996) 14 Cal.4th 434, 445 (*Vons*), citing *Burger King Corp. v. Rudzewicz* (1985) 471 U.S. 462, 471–472 (*Burger King*) [approving Florida court's exercise of jurisdiction over franchise dispute involving Michigan franchisee and Florida franchiser].) "As a matter of fairness, a defendant should not be haled into a jurisdiction solely as the result of random, fortuitous, or attenuated contacts." (*Vons, supra,* at p. 445, citing *Burger King, supra,* 471 U.S. at p. 475, internal quotation marks omitted.)

Under California's long-arm statute, "[a] court of this state may exercise jurisdiction on any basis not inconsistent with the Constitution of this state or of the United States." (Code Civ. Proc., § 410.10.) The exercise of jurisdiction over a nonresident defendant comports with constitutional concerns if the defendant has "such minimum contacts with the state that the assertion of jurisdiction does not violate 'traditional notions of fair play and substantial justice.' " (*Vons, supra,* 14 Cal.4th at p. 444, quoting *International Shoe Co. v. State of Wash., Office of Unemployment Compensation and Placement* (1945) 326

U.S. 310, 316 (*International Shoe*).) The minimum contacts test, then, asks whether the "quality and nature" of Carballeyra's activity in California are such that it is "reasonable" and "fair" to require him to defend himself in California. (*Kulko v. Superior Court of California In and For City and County of San Francisco* (1978) 436 U.S. 84, 92, citing *International Shoe, supra,* 326 U.S. at pp. 316-317.)

The court must decide the question of personal jurisdiction, which may be general or specific, on a case-by-case basis, focusing on the nature and quality of Carballeyra's activities in California. The parties agree the following rules apply:

> Personal jurisdiction may be either general or specific. [Citations.] General jurisdiction may lie for all purposes if a defendant has established a presence in the forum state by virtue of activities in the state which are "extensive or wide-ranging" [citation] or " 'substantial ... continuous and systematic.' " [Citation.] In such a case a defendant's contacts "take the place of physical presence in the forum as a basis for jurisdiction." [Citation.]
>
> If a nonresident defendant's activities in the state are not sufficient to allow the forum state to exercise general jurisdiction for all purposes, the state may nonetheless exercise specific jurisdiction "if the defendant has purposefully availed himself or herself of forum benefits [citation] and the 'controversy is related to or "arises out of" a defendant's contacts with the forum.' [Citation.]" [Citation.] Once a court decides that a defendant has purposefully established contacts with the forum state and that plaintiff's cause of action arose out of those forum-related contacts, the final step in the analysis involves balancing the convenience of the parties and the interests of the state in order to determine whether the exercise of personal jurisdiction is fair and reasonable under all of the circumstances. [Citations.]

(*Integral Development Corp. v. Weissenbach* (2002) 99 Cal.App.4th 576, 583–584.)

When a nonresident defendant moves to quash service of process for lack of personal jurisdiction, the plaintiff has the initial burden of proof to justify the exercise of jurisdiction. (*Snowney v. Harrah's Entertainment, Inc*. (2005) 35 Cal.4th 1054, 1062.) "The plaintiff must come forward with affidavits and other competent evidence to carry this burden and cannot simply rely on allegations in an unverified complaint." (*ViaView, Inc. v. Retzlaff* (2016) 1 Cal.App.5th 198, 210.) The plaintiff must establish the facts of jurisdiction by a preponderance of the evidence, through the presentation of declarations, with opposing declarations received in response. (*Aquila, Inc. v. Superior Court* (2007) 148 Cal.App.4th 556, 568.) If the plaintiff meets the burden, then the defendant has the burden to demonstrate that the exercise of jurisdiction would be unreasonable. (*Snowney v. Harrah's Entertainment, Inc, supra,* 35 Cal.4th 1054, 1062.)

Allegations in the Federal Action

Ten months before InstaRisa filed the instant action, Carballeyra had sued InstaRisa and two of its executives, Jose A. Mirelez (Dr. Mirelez), and Ben Merlo (Mr. Merlo) (together, Federal Defendants) in the United States District Court for the District of South

Carolina on October 17, 2025 (the Federal Action).[1] Carballeyra's original complaint included the following allegations:

> 8. On April 5, 2023, [Carballeyra] was extended an offer of employment (the "Offer") by [the Federal] Defendants to serve as Chief Product Officer of InstaRisa.
>
> 9. A true and accurate copy of the Offer is attached hereto as Exhibit A and incorporated herein via reference.
>
> 10. When the Offer was made, [Carballeyra] was a citizen and resident of South Carolina.
>
> 11. [Carballeyra] worked remotely in South Carolina for InstaRisa during his tenure.
>
> 12. [The Federal] Defendants all represented that InstaRisa's valuation exceeded $60 million and that 1% of the company was worth approximately $600,000.
>
> 13. Dr. Mirelez made the valuation representation both verbally and in the offer letter to [Carballeyra].
>
> 14. Mr. Merlo discussed the same 60 million dollar valuation with [Carballeyra] prior to [Carballeyra] joining InstaRisa.
>
> 15. Upon information and belief, both Dr. Mirelez and Mr. Merlo had significant controlling interests in InstaRisa.
>
> 16. [The Federal] Defendants, through the Offer, further represented (the "Representations") that [Carballeyra] would receive up to 1% equity, vesting over five years, and that his equity interest would hold substantial present and future value.
>
> 17. Unfortunately, after accepting the Offer, [Carballeyra] discovered that InstaRisa had a valuation well under the 60 million dollars as represented.
>
> [¶]. . . . [¶]
>
> 21. The Valuation extrapolated to the entire company of InstaRisa was merely $128,625.

(RJN, ex. A.)

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[1] The court grants Defendant's request for judicial notice (RJN) of the following pleadings and orders filed in the action currently pending in the District Court of South Carolina – Rock Hill Division styled *Alain David Carballeyra v. InstaRisa Technologies, LLC*, et al., Case No. 0:25-cv-13037-CMC (Federal Action):

(1) Complaint filed on October 17, 2025, Docket No. 1 (ex. A);

(2) Motion to dismiss filed on January 22, 2026 by InstaRisa, Docket No. 18 (ex. B);

(3) Order on InstaRisa's motion to dismiss issued on June 2, 2026 and filed on June 3, 2026, Docket No. 42 (ex. C);

(4) Amended Complaint Per Court Order as to Ben Merlo filed on June 23, 2026, Docket No. 49 (ex. D); and

(5) Answer and Counterclaims to Plaintiff's Amended Complaint filed on July 7, 2026, Docket No. 51 (ex. E).

After the federal court denied InstaRisa's motion to transfer venue to California, Carballeyra filed an amended complaint, which the Federal Defendants then answered on July 7, 2026. The Federal Defendants also asserted six counterclaims, which included allegations that Carballeyra had formed a competing business, misappropriated InstaRisa's confidential information, and improperly solicited InstaRisa's customers and employees. (RJN, ex. E, ¶ 31.) The Federal Defendants also alleged Carballeyra had breached a written agreement dated August 22, 2025:

> On August 22, 2025, InstaRisa and Carballeyra entered into a written consulting agreement and Tolling Agreement, the purpose of which was to allow Carballeyra to continue working for InstaRisa in a limited role and to toll applicable statutes of limitations to facilitate negotiations regarding the parties' respective claims. Carballeyra breached the terms of that Agreement.

(*Id.* at ¶ 13.) On their counterclaims in the Federal Action, the Federal Defendants seek compensatory and punitive damages, interest, attorney fees and costs, and other proper relief.

Allegations in the California Action

On August 28, 2026, InstaRisa filed its complaint for breach of contract in the case at bar, seeking damages and injunctive relief. InstaRisa alleges Carballeyra breached two written contracts: an at-will employment agreement dated January 1, 2024 (ENNA), and an independent contractor agreement dated August 22, 2025 (ICCA). The ICCA is the same agreement described in paragraph 13 of the Federal Defendants' counterclaim in the Federal Action. Here, InstaRisa generally alleges that Carballeyra used InstaRisa's contacts and confidential information to form a competing business. Carballeyra then improperly used the confidential information to solicit InstaRisa's employees and its customers. InstaRisa seeks damages for breach of contract or seeks injunctive relief based on a claim that it has no adequate remedy at law. InstaRisa's complaint in this action generally raises many of the same issues already being litigated in South Carolina.

Motion to Quash

Minimum Contacts

To resolve the motion to quash, the parties agree the first issue the court must decide is whether there are sufficient minimum contacts between Carballeyra and California to justify the exercise of personal jurisdiction over Carballeyra. InstaRisa does not attempt to establish general jurisdiction, which requires a showing of substantial, continuous, and systematic contacts with California. Therefore, the court considers only whether California can exercise specific jurisdiction over Carballeyra.

To subject a nonresident defendant to specific jurisdiction, each of the following three requirements must be established:

> (1) the defendant has purposefully availed itself of forum benefits with respect to the matter in controversy; (2) the controversy is related to or arises out of the defendant's contacts with the forum; and (3) the exercise of jurisdiction would comport with fair play and substantial justice. (Citations.)

(*Burdick v. Superior Court* (2015) 233 Cal.App.4th 8, 18.)

Here, Carballeyra must have purposefully directed his activities at California's residents, or purposefully availed himself of the privilege of conducting activities within California. (*Burger King, supra,* at p. 478.) Put another way, Carballeyra's activities must be such that he should reasonably anticipate being haled into court in California. (*World-Wide Volkswagen Corp. v. Woodson* (1980) 444 U.S. 286, 297.)

If a nonresident defendant operates entirely outside of California, the mere fact that the defendant's acts cause an effect within the state, or even that the effect is foreseeable, is not enough by itself to support local personal jurisdiction. (*Pavlovich v. Superior Court* (2002) 29 Cal.4th 262, 272.) Rather, it must be shown that the act was purposeful, that the lawsuit arises from the act, and that the exercise of California jurisdiction comports with fair play and substantial justice. (*Burger King, supra,* 471 US 462, 476.) "[I]t is not enough for a nonresident defendant to become subject to the specific jurisdiction of this state simply by entering into a contract with a California resident." (*Aquila, Inc. v. Superior Court, supra*, 148 Cal.App.4th at p. 572.)

Here, Plaintiff's evidence includes the declarations of: (1) Dr. Mirelez, InstaRisa's Co-Founder and Chief Clinical Director; (2) Mr. Merlo, InstaRisa's Chief Executive Officer; (3) Joe Molina, an InstaRisa employee, who performs exocad alignment work and handles orders and inventory at InstaRisa's Clovis, California office; and (4) John Saligan, who physically works for InstaRisa as an "exocad Aligner" at InstaRisa's headquarters located in Clovis, California, at the suite next door to Dr. Mirelez's dental practice.

Mr. Molina and Mr. Saligan describe group texts that took place in September 2025, "when [Carballeyra] solicited the [InstaRisa] employees in the Clovis office to go with him and his new venture which was in direct competition with InstaRisa." (Molina decl., ¶ 4; see Saligan decl., ¶¶ 5-9.) They also describe team text discussions via WhatsApp, "including messages dated September 9, 2025, . . . referring to a meeting with [Carballeyra] regarding his new business and a statement that Dr. Mike Costa would be on board with the new entity." (Molina decl., ¶ 5; see Saligan decl., ¶¶ 5-9.)

Mr. Merlo describes conversations he had with Carballeyra from Mr. Merlo's California home, with no mention of Carballeyra's location. He also states Carballeyra visited the Clovis office multiple times, although he did not recall the dates, and Carballeyra stayed at Mr. Merlo's home on at least one occasion. (Merlo decl., ¶ 5.)

Dr. Mirelez states "Carballeyra visited InstaRisa's headquarters in Clovis, California, on multiple occasions to support courses and attend meetings with management and employees." (Mirelez decl., ¶ 4.) He does not provide dates. Dr. Mirelez also explains that before September 7, 2025, Mr. Merlo, Carballeyra, and he "were collectively considering options for InstaRisa's future. During those discussions, [Dr. Mirelez] instructed [Carballeyra]

not to speak with InstaRisa employees about opportunities outside the company while we were still deciding how to proceed." (*Id.* at ¶ 5.)

InstaRisa notes the ICCA has a choice-of-law clause, which provides that California law shall apply, but the ICCA lacks a forum-selection clause. The parties agree that if a contract has only a choice-of-law clause, "but remains silent on jurisdiction, a party cannot rely on that clause alone to force a lawsuit into a California court." (Opp., pp. 3:28-4:2.)

In its opposition, InstaRisa concludes by asking this court to deny Carballeyra's request to quash service and "to stay the first cause of action (breach of contract with regards to the monetary claim) and allow [InstaRisa] to proceed on the injunctive relief (second cause of action) matter." (Opp., p. 9:15-17, capitalization omitted.) InstaRisa does not dispute Carballeyra's contention that InstaRisa can obtain the injunctive relief it seeks in the Federal Action.

In response to InstaRisa's showing, Carballeyra provides evidence that the agreements were proposed, signed, and performed outside of California:

> Each factor points to South Carolina, and InstaRisa disputes none of them. Carballeyra proposed the [ICCA] in a resignation letter he wrote from another state. (Merlo Decl., Ex. E.) InstaRisa emailed him the signed ICCA, and he countersigned it in South Carolina. (Carballeyra Decl., ¶ 22; Merlo Decl., Ex. H.) And Carballeyra performed his consulting work under the ICCA in the Carolinas and Florida. (Carballeyra Decl., ¶ 23.)
>
> Similarly, Carballeyra signed the [ENNA] in South Carolina. (Id., ¶ 17.) Throughout the relationship, InstaRisa deliberately had him work from a South Carolina "East Coast hub" and reported his wages as South Carolina wages. (Id., ¶¶ 9–16.) InstaRisa concedes that the ICCA's governing-law clause is "merely one factor" in the jurisdictional analysis (Opp., p. 4), and neither agreement contains a forum-selection or consent-to-jurisdiction clause. The South Carolina Federal Court is perfectly capable of applying California law to the dispute.

(Rpy., pp. 3:25-4:9.)

Assuming, without deciding, that InstaRisa has carried its burden to show Carballeyra has purposefully availed himself of California benefits and InstaRisa's breach of contract cause of action arises from Carballeyra's California-based activities, the burden would shift to Carballeyra to show that the exercise of jurisdiction would be unreasonable. (*Burger King, supra,* 471 U.S. at pp. 476-477.) To make this determination, the court must consider the burden on Carballeyra, California's interest in adjudicating the dispute as the forum state, interstate judicial efficiency, and the shared substantive policy interests of California and South Carolina. (*Vons, supra,* 14 Cal.4th at p. 476.)

Fairness

In his reply, Carballeyra summarizes the relevant factors in support of his contention that the exercise of jurisdiction would be unreasonable as follows:

> Here, InstaRisa is already litigating these same allegations as a counterclaimant in the Federal Action. (RJN, Ex. E, Counterclaims, ¶¶ 13, 31, 46.) The Federal Court already denied InstaRisa's request to transfer the case to California. (RJN, Ex. C.) InstaRisa's own request to stay its damages claim here implicitly concedes the duplication. (Opp., p. 9.) Involving a second forum in the dispute adds burden to all parties, and the risk of inconsistent rulings, while giving InstaRisa nothing it cannot obtain in the Federal Action. Thus, service on Carballeyra should be quashed because the exercise of jurisdiction would be unreasonable under the circumstances.

(Rpy., p. 7:9-15.)

Although InstaRisa purportedly alleges two "causes of action" in its complaint, Carballeyra correctly cites *City of South Pasadena v. Department of Transportation* (1994) 29 Cal.App.4th 1280, 1293, for the rule that "[i]njunctive relief is a remedy, not a cause of action." As Carballeyra explains in his reply, InstaRisa's request for the remedy of injunctive relief also depends on the same breach at issue in South Carolina:

> InstaRisa's "Second Cause of Action" for injunctive relief can succeed only if Carballeyra first breached the ENNA or the ICCA, and the other factors entitling a plaintiff to injunctive relief are demonstrated, such as irreparable harm and an inadequate legal remedy. (See Civ. Proc. Code § 526(a).) [¶] Whether Carballeyra first breached the ENNA or the ICCA by using InstaRisa's confidential information to unfairly compete is precisely the question pending in the Federal Action, where InstaRisa specifically alleges that Carballeyra "breached the terms of" the consulting agreement and solicited InstaRisa's employees and customers using its confidential information. (RJN, Ex. E, Counterclaims, ¶¶ 13, 31, 46.) [¶] InstaRisa's partial-stay proposal would therefore require this Court adjudicate the merits of the breach claim, under the guise of ruling on a motion for preliminary injunction, while the Federal Court adjudicates the same breach claim for damages. That is precisely the multiplicity of litigation, and the risk of conflicting findings, that a stay is meant to prevent. [Citation.] InstaRisa's description of injunctive relief as "[t]he true essence of the California case" (Opp., p. 8) only confirms that it is actually seeking a second, faster track, for resolution of the same dispute.

(Rpy., pp. 7:27-8:16.)

The federal district court in South Carolina has already denied a InstaRisa's motion to dismiss the Federal Action or transfer venue to California after careful consideration of the parties' burdens, witnesses, and the interests of justice. Here, after balancing the relevant factors, the court finds Carballeyra meets his burden to present a compelling

case that the exercise of personal specific jurisdiction in California would not comport with fair play and substantial justice. Therefore, the third essential requirement to subject a nonresident defendant to personal specific jurisdiction is not met.

Conclusion

In conclusion, the court need not decide whether InstaRisa can establish the first two requirements for personal (specific) jurisdiction because the court finds the exercise of personal jurisdiction in California would be constitutionally unreasonable in this case. Therefore, the court grants Carballeyra's motion to quash service of the summons and to dismiss the complaint in this action.

Evidentiary Objections

The court has considered InstaRisa's submitted declarations and the attached exhibits without ruling on Carballeyra's objections. The court now declines to rule on the evidentiary objections because the challenged evidence is immaterial to the disposition of Carballeyra's motion.

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 11/9/2026.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Crossroads Equipment Lease and Finance, LLC v. Jamba 08 Express, Inc. et al.***
Superior Court Case No. 26CU00004

Hearing Date: November 10, 2026 (Dept. 503)

Motion: By Plaintiff Crossroads Equipment Lease and Finance, LLC for Writ of Possession x2

Tentative Ruling:

To deny in light of the entry of default against defendants Jamba 08 Express, Inc. and Deepak Deepak on October 13, 2026.

Explanation:

This motion requests a prejudgment writ of possession against each of defendants Jamba 08 Express, Inc. and Deepak Deepak (together "Defendants"), which is proper to request before final adjudication of the claims sued upon. (*Kemp Bros. Const., Inc. v. Titan Elec. Corp.* (2007) 146 Cal.App.4th 1474, 1476.) However, on October 13, 2026, plaintiff Crossroads Equipment Lease and Finance, LLC ("Plaintiff") obtained entries of default against Defendants.

The entry of default instantly cuts off a defendant's right to appear in the action or participate in the proceedings unless the default is set aside or judgment is entered (i.e., the latter giving the defendant the right to appeal). (*Devlin v. Kearny Mesa AMC/Jeep/Renault, Inc.* (1984) 155 Cal.App.3d 381, 385.) Due process would not be served by allowing a plaintiff to give a defendant notice of a motion, but then cut off its right to defend itself regarding that motion. Plaintiff has lodged the papers necessary to obtain a default judgment against Defendants, which will be processed in due course. After judgment has been obtained, Plaintiff may proceed with all post-judgment applicable enforcement procedures.

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 11/9/2026.
(Judge's initials) (Date)