Tentative Rulings for November 19, 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.

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 501

Begin at the next page

(29)

Tentative Ruling

Re: ***In re: Adriel Xavier Ruiz***
Superior Court Case No. 26CU03848

Hearing Date: November 19, 2026 (Dept. 501)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To grant and sign the proposed order. No appearances necessary.

The court sets a **Status Conference for Wednesday March 3, 2027, in Department 501,** for confirmation that the minor's funds have been invested as set forth in the petition. If petitioner files a declaration or documentation, at least five court days before the status conference, showing that the funds have been invested as ordered, the status conference will come off calendar.

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 (Judge's initials) on 11/17/26 (Date).

(34)

Tentative Ruling

Re: ***Arax v. American Honda Motor Co., Inc.***
Superior Court Case No. 22CECG02449

Hearing Date: November 19, 2026 (Dept. 501)

Motion: by Plaintiff for an Order Compelling Stacey Sandoval to Appear for Deposition

Tentative Ruling:

To deny the motion as moot. To deny the request for sanctions.

Explanation:

Plaintiff Don Arax seeks an order compelling Stacey Sandoval, an employee of defendant Fresno Unified School District ("FUSD"), to appear for deposition after FUSD initially objected to the date of the unilaterally noticed deposition and asserted attorney-client privilege. Counsel met and conferred and FUSD refused to produce Sandoval for deposition absent a court order. Counsel attests to Sandoval failing to appear for deposition as noticed but also states that no court reporter or videographer was retained for the deposition as noticed. (Whelan Decl., ¶ 12.) The parties met and conferred in person on September 23, 2026, the date the deposition was to go forward. (Id., ¶ 11.) Plaintiff proceeded to file the motion at bench pursuant to Code of Civil Procedure section 2025.450.

Since the filing of this motion, a date of November 5, 2026 was agreed upon by the parties for the deposition to go forward. (Kneafsey Decl., ¶ 5.) Therefore, it does not appear there is a deposition to compel. Plaintiff asserts in reply sanctions are mandatory under Code of Civil Procedure section 2025.450, subdivision (g)(1) and can be awarded where the discovery was provided after the motion was filed. (Cal. Rules of Court, rule 3.1348(a).)

Under Code of Civil Procedure section 2025.450,

> If, after service of a deposition notice, a party to the action or an officer, director, managing agent, or employee of a party, or a person designated by an organization that is a party under Section 2025.230, without having served a valid objection under Section 2025.410, *fails to appear for examination*, or to proceed with it, or to produce for inspection any document, electronically stored information, or tangible thing described in the deposition notice, the party giving the notice may move for an order compelling the deponent's attendance and testimony, and the production for inspection of any document, electronically stored information, or tangible thing described in the deposition notice."

(Code Civ. Proc., § 2025.450, subd. (a), emphasis added.)

In the event the parties had not resolved the calendaring conflict, there would be no basis for the court to compel a deposition under these circumstances. Defendant has presented no evidence that the deponent "failed to appear" for her duly noticed deposition for purposes of a motion to compel. Although counsel frames the circumstances as though the deponent failed to appear at the deposition, there was no court reporter or notice of non-appearance taken. It was clear to all parties that no deposition would go forward as noticed. As such, the motion was premature.

Thus, there is no basis for compelling the deponent's appearance under section 2025.450 and no basis for an award of sanctions.

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

Tentative Ruling
Issued By: KCK on 11/17/26.
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***City of Fresno v. Liberta***
Superior Court Case No. 23CECG04369

Hearing Date: November 19, 2026 (Dept. 501)

Motion: Motion for Discharge of Receiver and Exoneration of Surety

Tentative Ruling:

To grant. The court intends to sign the proposed order. No appearances are 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 11/17/26.
(Judge's initials) (Date)

(47)

Tentative Ruling

Re: ***Tyler Lenning vs. Luxor Energy, Inc.***
Superior Court Case No. 25CECG00956

Hearing Date: November 19, 2026 (Dept. 501)

Motion: By Plaintiff Tyler Lenning for leave to file a Second Amended Complaint

Tentative Ruling:

To grant plaintiff's motion for leave to file a second amended complaint. (Code Civ. Proc., § 473.) Plaintiff shall file their second amended complaint within 10 days of the date of service of this order. All new allegations shall be in **boldface**.

Explanation:

On February 26, 2025, Plaintiff, Tyler Lenning ("Lenning" or "plaintiff") filed a class action lawsuit ("Class Complaint") against Defendant Luxor Energy, Inc. ("Luxor" or "defendant.") (Micaela De Guzman ("De Guzman") Decl., ¶4.) On April 30, 2025, Lenning filed a First Amended Complaint ("FAC".) (De Guzman Decl., ¶5.) On February 23, 2026, Lenning filed a Request for Entry of Default against Defendant. (De Guzman Decl., ¶8.)

Lenning now seeks leave to file a second amended complaint by alleging individual Labor Code violations along with specific damage amount per each violation. The operative facts of the violations are the same. (De Guzman Decl., ¶10.) This motion is unopposed.

"The court may, in furtherance of justice, and on any terms as may be proper, allow a party to amend any pleading ... " (Code Civ. Proc., § 473, subd. (a)(1).) The court's discretion will usually be exercised liberally to permit amendment of the pleadings. (See Nestle v. Santa Monica (1972) 6 Cal.3d 920, 939.)

On a noticed motion for leave to amend a pleading, requirements set forth by California Rules of Court, rule 3.1324 must be followed. The motion must include a copy of the proposed amendment or an amended pleading. (Cal. Rules of Court, rule 3.1324(a)(1), (c).) It must also include a declaration stating the following:

(1) The effect of the amendment;
(2) Why the amendment is necessary and proper;
(3) When the facts giving rise to the amended allegations were discovered; and
(4) The reasons why the request for amendment was not made earlier.

(Cal. Rules of Court, rule 3.1324(b).)

Here, plaintiff has met the procedural requirements of California Rules of Court, rule 3.1324. Plaintiff has provided a declaration that states the effect of the proposed amendments, why they are necessary and proper.

However, the Court further reminds the parties that ultimately, the Court may not enter default judgment in an amount exceeding the amount demanded in the Complaint. (Code Civ. Proc., § 585, subd. (b).) The Court may not grant relief not demanded in the complaint by default judgment even though that relief otherwise would have been proper. (Code Civ. Proc., § 580 subd. (a); *Airs Aromatics, LLC v. CBL Data Recovery Technologies, Inc.* (2018) 23 Cal.App.5th 1013, 1018 (default judgment for sum in excess of that demanded in complaint is void). "It is fundamental to the concept of due process that a defendant be given notice of the existence of a lawsuit and notice of the specific relief which is sought in the complaint served upon him." (*Marriage of Lippel* (1990) 51 Cal.3d 1160, 1166 [emphasis added].) Thus, for example, where the complaint does not request attorney fees, the court cannot award fees against a defaulting defendant. It makes no difference that the fees are awardable by statute. (*Feminist Women's Health Ctr. v. Blythe* (1995) 32 Cal.App.4th 1641, 1675).

Accordingly, Lenning's request to file a second amended complaint is granted.

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 11/17/26.
(Judge's initials) (Date)

(36) **Tentative Ruling**

Re: ***In Matter of Yadal Osuna***
Superior Court Case No. 26CU03670

Hearing Date: November 19, 2026 (Dept. 501)

Motion: Expedited Petition to Compromise Claim of Minor

Tentative Ruling:

To grant. Orders signed. No appearances necessary.

The court sets a status conference on Thursday, March 4, 2027, at 3:30 p.m., in Department 501, for confirmation of deposit of the minor's funds into a blocked account. If Petitioner files the Acknowledge of Receipt of Order and Funds for Deposit in Blocked Account (MC-356) at least five court days before the hearing, the status conference will come off calendar.

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** 11/17/26 .
(Judge's initials) (Date)

(41)

Tentative Ruling

Re: ***Patel Umesh v. Spruce Power 1, LLC***
Superior Court Case No. 25CECG05806

Hearing Date: November 19, 2026 (Dept. 501)

Motion: By Plaintiff for Sanctions

Tentative Ruling:

To deny the motion.

Explanation:

A consumer, plaintiff Patel Umesh (Plaintiff), entered into a Solar Power System Lease (Lease) containing an arbitration clause drafted by the lessor, NRG Residential Solar Solutions LLC (NRG). After a dispute arose, Plaintiff filed a case against Spruce Power 1, LLC (SP1) with the American Arbitration Association (AAA). Plaintiff now moves for sanctions against SP1 for its late payment of an arbitration deposit under Code of Civil Procedure section 1281.99. (Unspecified statutory citations are to the Code of Civil Procedure.)

Governing Law

After the California Supreme Court resolved conflicting appellate authority about the consequences of missed payment deadlines in *Hohenshelt v. Superior Court* (2025) 18 Cal.5th 310, (*Hohenshelt*), the court in *Wilson v. TAP Worldwide, LLC* (2025) 114 Cal.App.5th 1077 (Wilson) summarized the relevant governing law as follows:

> "In 2019, the Legislature passed Senate Bill No. 707 (2019–2020 Reg. Sess.) (Senate Bill [No.] 707) ... in response to 'a concerning and troubling trend' in consumer and employment arbitrations: 'employers are refusing to pay required fees to initiate arbitration, effectively stymieing the ability of employees to assert their legal rights.' [Citations.] The Legislature noted instances in which companies, having drafted and enforced waivers of class proceedings in employment contracts, faced large numbers of individual arbitration demands and then failed to timely pay arbitration fees, thereby frustrating adjudication of employees' claims." (*Hohenshelt, supra*, 18 Cal.5th at p. 329.)
>
> Section 1281.98 was enacted under Senate Bill No. 707. (Stats. 2019, ch. 870, § 5.) Section 1281.98 provides that if the drafting party of an employment or consumer arbitration contract fails to pay within 30 days any fees and costs required to continue the arbitration proceeding, "the drafting party is in material breach of the arbitration agreement, is in default of the arbitration, and waives its right to compel the employee or consumer to proceed with that arbitration as a result of the material

> breach." (§ 1281.98, subd. (a)(1).) The employee or consumer may then "unilaterally elect" one of several remedies, including withdrawing the claim from arbitration and proceeding in court. (*Id.*, subd. (b)(1).) If the employee or consumer elects this option, the employee or consumer may bring a motion or separate action "to recover all attorney's fees and all costs associated with the abandoned arbitration proceeding. The recovery of arbitration fees, interest, and related attorney's fees shall be without regard to any findings on the merits in the underlying action or arbitration." (*Id.*, subd. (c)(1).) The trial court also "shall impose sanctions on the drafting party in accordance with Section 1281.99." (§ 1281.98, subd. (c)(2).)
>
> Section 1281.99 mandates a monetary sanction of "the reasonable expenses, including attorney's fees and costs, incurred by the employee or consumer as a result of the material breach" (§ 1281.99, subd. (a)), and further allows the court to impose evidentiary, terminating, or contempt sanctions "unless the court finds that the one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust." (*Id.*, subd. (b).)

(*Id.* at pp. 1084–1085.)

Here, under section 1281.99, Plaintiff seeks monetary sanctions of $8,518.60, as well as the following nonmonetary sanctions:

> [A]n evidence sanction by order prohibiting Defendant from conducting discovery in the civil action, terminating sanctions by striking out the pleadings or parts of the pleadings of the drafting party, terminating sanctions by an order rendering a judgment by default against Defendant, and a contempt sanction by an order treating [SP1] as in contempt of court.

(Memo., p. 5:23-26.)

Drafting Party

Plaintiff relies on section 1281.99 for mandatory monetary sanctions, which are authorized only against a drafting party. Section 1281.99, subdivision (a) provides:

> The court shall impose a monetary sanction *against a drafting party* that materially breaches an arbitration agreement pursuant to subdivision (a) of Section 1281.97 or subdivision (a) of Section 1281.98, by ordering the drafting party to pay the reasonable expenses, including attorney's fees and costs, incurred by the employee or consumer as a result of the material breach.

(§ 1281.99, subd. (a), italics added.)

Section 1280 defines the term "drafting party" as the company that included an arbitration provision in a contract with a consumer, as well as "any third party relying

upon, or otherwise subject to the arbitration provision, other than the . . . consumer." (§ 1280, subd. (e).)

The parties agree that NRG drafted the arbitration provision of the Lease. Plaintiff states in his declaration that "NRG assigned the [Lease] to Defendants," without identifying the term "Defendants." (Umesh decl., ¶ 4.) SP1 provides the declaration of Joseph Ansong, legal counsel for the servicer of solar energy systems owned by SP1 and Spruce Power 2, LLC (SP2), who states SP1 had no rights under the Lease, and it never relied on the arbitration provision:

> [NRG] was the lessor under the Lease until it assigned the Lease to SP2, not SP1. SP1 has never owned the solar system at Plaintiff's property, has never held any right or obligation under the Lease, and has never been assigned the Lease. SP1 did not initiate the arbitration, and SP1 has never sought to enforce the Lease's arbitration provision, in the arbitration or in this action.

(Ansong decl., ¶ 4, p. 1:20-25.)

Plaintiff provides evidence that on June 10, 2025, to allow arbitration to proceed, Olayinka Hamza, counsel for SP1, signed a required waiver of the Lease's fee-shifting agreement so that a non-prevailing consumer (such as Plaintiff) would not be required to pay the prevailing party's fees and costs. The waiver request was sent to the general email address for support@sprucepower.com. The waiver addressed only the fee-shifting provision. SP1's counsel also represents SP2.

On December 15, 2025, the AAA notified the parties by letter that it had administratively closed the case for non-payment after Plaintiff asked to withdraw. The letter explained:

> Therefore, on November 21, 2025, the AAA has administratively closed this case due to non-payment by Spruce Power 1, LLC on the arbitrator's compensation deposit. [¶] Please note, we received Spruce Power 1, LLC's deposit on December 5, 2025. This amount has been refunded.

(Bigelow decl., ¶ 10, ex. 6.)

Plaintiff filed this action the next day, naming SP1 as the defendant. SP1 answered the original complaint on March 12, 2026, pleading that it is improperly joined, it is not a party to the Lease, it does not own the system, it has no contractual relationship with Plaintiff, and SP2 is the proper defendant. (Hardy decl., ¶ 2.) SP1's counsel provided the same information to Plaintiff by email on April 8, 2026. (*Id.* at ¶ 3, ex. A.)

Plaintiff added SP2 as a defendant on May 6, 2026. (Hardy decl., ¶ 4.) SP1 raised the same defense in its answer to the First Amended Complaint on June 5, 2026, the same day SP2 filed its cross-complaint against Plaintiff for breach of the Lease and negligence, based on circumstances arising after the solar panels had been removed from the roof after a fire, then stored by Plaintiff and broken by a third party, leaving them useless. (*Id.* at ¶ 2; cross-comp., ¶¶ 17-20.)

The court resolves the conflicting evidence in favor of a finding that SP1 is not a drafting party within the meaning of section 1280, subdivision (e). The parties agree that section 1281.99 requires a drafting party to compensate a consumer for reasonable expenses caused by the drafting party's material breach. Based on the court's finding that SP1 is not a drafting party, Plaintiff is not entitled to mandatory sanctions against SP1 under the provisions of section 1281.99, and the court may stop its analysis here.

Other Factors

Furthermore, the court has considered the evidence and finds SP1's evidence supports a finding that its failure to pay timely was not strategic, manipulative, or intentional. Nor has Plaintiff shown prejudice from a deposit that AAA received before Plaintiff filed this lawsuit. At most, the evidence supports a late payment, not a payment designed to stymie the ability of a consumer to assert legal rights.

In addition, not only did Plaintiff ignore SP1's efforts to settle this matter before bringing a motion by refusing SP1's request to itemize his attorney fees and costs, but Plaintiff also failed to provide the necessary documentation to the court with his moving papers. His request for attorney fees and costs of $8,518.60 lacks the evidentiary support required for the court to determine the reasonableness of his request. Counsel's initial declaration provides only a conclusion, with no supporting billing invoices, no itemization of fees and costs, no timekeepers, no billing rates, no time spent on tasks, no information about the experience of the timekeepers, and no mention of possible refunds. (Bigelow decl., ¶ 11 ["After review of [Plaintiff's] billing invoices, [Plaintiff] incurred approximately $8,518.60 in arbitration filing fees, attorney's fees during arbitration, and attorney's fees to bring this motion.'].)

Conclusion

In conclusion, SP1 is not a drafting party as defined in section 1280. It did not write the arbitration provision, it did not rely on it, and it did not sue on it. Section 1281.99 does not apply to SP1. The late payment was not strategic and Plaintiff failed to show prejudice. The court finds the imposition of sanctions in this case would be unjust. Therefore, the court denies Plaintiff's motion for monetary and nonmonetary sanctions.

Evidentiary Objections

The court sustains SP1's evidentiary objection numbers 1, 2, and 3 to the supplemental declaration of Patrick E. Bigelow dated November 12, 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: KCK on 11/17/26.
(Judge's initials) (Date)

(46)

Tentative Ruling

Re: ***S.R. v. Arvin Sihota***
Superior Court Case No. 24CECG01460

Hearing Date: November 19, 2026 (Dept. 501)

Motion: by Defendant 99 Drilling, LLC for Summary Judgment

Tentative Ruling:

To grant the motion for summary judgment of the Third Cause of Action of the First Amended Complaint as to defendant 99 Drilling, LLC

Explanation:

Defendant 99 Drilling, LLC ("defendant" or "99 Drilling") moves for summary judgment of the sole cause of action for Negligent Supervision brought against it in the First Amended Complaint ("FAC") filed by plaintiff S.R. ("plaintiff"). Defendant's motion is made on the grounds that there is no triable issue of material fact. (Code Civ. Proc., § 437c, subd. (c).) In the alternative, defendant moves for summary adjudication of the Third Cause of Action for Negligent Supervision, pursuant to Code of Civil Procedure section 437c, subdivision (f)(1).

Evidentiary Objections

Plaintiffs' evidentiary objection nos. 1-3, 6 are overruled. Objection nos. 4-5 are sustained.

Applicable Laws

A trial court shall grant summary judgment where there are no triable issues of material fact and the moving party is entitled to judgment as a matter of law. (Code Civ. Proc., § 437c, subd. (c).) In determining a motion for summary judgment, the court views the evidence "in the light most favorable to the plaintiff," liberally construing plaintiff's evidence and strictly scrutinizing the defendant's evidence. (*Nazir v. United Airlines, Inc*. (2009) 178 Cal.App.4th 243, 254.) The court does not weigh evidence or inferences (*Aguilar v. Atlantic Richfield Co*. (2001) 25 Cal.4th 826, 856), nevertheless, the court shall consider all inferences reasonably deducible from the evidence unless it is controverted by other inferences or evidence. (Code Civ. Proc., § 437c, subd. (c).) Doubts as to whether there is a triable issue of fact are resolved in favor of the opposing party. (*Ingham v. Luxor Cab Co.* (2001) 93 Cal.App.4th 1045, 1049.)

Summary adjudication is the proper mechanism for challenging a particular, "cause of action, an affirmative defense, a claim for punitive damages, or an issue of duty." (*Paramount Petroleum Corp. v. Superior Court* (2014) 227 Cal.App.4th 226, 242.) However, "[a] motion for summary adjudication shall be granted only if it completely disposes of a cause of action, an affirmative defense, a claim for damages, or an issue

of duty." (Code Civ. Proc., § 437c, subd. (f)(1); see also *Catalano v. Superior Court* (2000) 82 Cal.App.4th 91, 97 [piecemeal adjudication prohibited].)

A summary judgment motion must show that the "material facts" are undisputed. (Code Civ. Proc., § 437c, subd. (b)(1).) The pleadings serve as the "outer measure of materiality" in a summary judgment motion, and the motion may not be granted or denied on issues not raised by the pleadings. (*Laabs v. City of Victorville* (2008) 163 Cal.App.4th 1242, 1258; *Nieto v. Blue Shield of Calif. Life & Health Ins. Co.* (2010) 181 Cal.App.4th 60, 74 [pleadings determine the scope of relevant issues on a summary judgment motion].)

The ultimate burden of persuasion rests on the defendant as the moving party. The initial burden of production is on the defendant to show, by a preponderance of the evidence, that it is more likely than not that a given element cannot be established or that a given defense can be established. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850.) The defendant must support the motion for summary adjudication with evidence, including, but not limited to, declarations, admissions, answers to interrogatories, depositions, and matters of which judicial notice may be taken. (Code Civ. Proc., § 437c, subd. (b).) Defendants can meet this burden by producing affirmative evidence negating an essential element of a plaintiff's claim. (*Guz v. Bechtel Nat. Inc.* (2000) 24 Cal.4th 317, 324.) Defendants can also meet this burden by showing that a plaintiff does not have evidence and cannot reasonably obtain said evidence on an essential element of a plaintiff's claim. (*Aguilar, supra*, 25 Cal.4th at p. 855.)

If the defendant carries this initial burden of production, the burden of production shifts to the plaintiff to show that a triable issue of material fact exists. The plaintiff does this if she can show, by a preponderance of the evidence, that it is more likely than not that a given element can be established or that a given defense cannot be established. (*Aguilar*, *supra*, 25 Cal.4th at 852.)

Application

Defendant 99 Drilling is named in the FAC as the owner of the "Limo-van/Sprinter Van" involved in the alleged incident underlying the FAC. (FAC, ¶ 8.) 99 Drilling, LLC is owned by Simon Sihota,[1] the father of defendant Arvin Sihota. The FAC alleges that defendant 99 Drilling owed a duty of care to plaintiff, as it "owned or controlled the vehicle in which Plaintiff was harmed." (FAC, ¶ 60.) Defendant allegedly "created the risk" of sexual assault by maintaining "disorderly house" where acts prohibited by statute are "habitually indulged or permitted." (FAC, ¶¶ 61-62.) Defendant breached its duty of care by "fail[ing] to control" defendant Sihota's actions. (FAC, ¶ 64.)

Negligent supervision is an employer-liability theory requiring, at a minimum, (1) an employer supervising an employee, (2) who is incompetent or unfit, (3) whom the employer had reason to believe would create an undue risk of harm, and (4) resulting harm. (*Albert v. Mid-Century Ins. Co.* (2015) 236 Cal.App.4th 1281, 1292; *Federico v. Superior Court* (1997) 59 Cal.App.4th 1207, 1213–1214.)

[1] Simon Sihota is not a party to this action.

Actions of Defendant Arvin Sihota

Defendant 99 Drilling argues that absent an employment or agency relationship, there is no duty to supervise. Here, there was no such special relationship between 99 Drilling and defendant Arvin Sihota. (UMF Nos. 1-3, 5-8, 24.) Further, even were there a type of supervisory relationship found, it appears 99 Drilling did not have knowledge of the misconduct or propensity for such acts by defendant Sihota. (UMF Nos. 29-32.)

Defendant 99 Drilling argues that despite owning the van used during the alleged incident between plaintiff and defendant Sihota, defendant 99 Drilling did not employ defendant Sihota and was unaware of any complaints against or tendencies of defendant Sihota for sexual assault or misconduct. (Simon Sihota decl., ¶¶ 3, 6, 10, 11; Undisputed Material Facts ["UMF"] No. 1.) The night of the incident, Simon Sihota, his sons, and a third party, Bryan Tahmazian, went out to "discuss social and business topics," but defendant Sihota was not acting on behalf of 99 Drilling. (Simon Sihota decl., ¶ 14; UMF Nos. 5, 11, 27.) The van involved was merely a motor vehicle, and is not real property or an ABC-licensed premises, nor was being used as a commercial passenger vehicle or vehicle-for-hire. (Simon Sihota decl., ¶¶ 16, 17.) Plaintiff was not a business guest of 99 Drilling, and at no point informed that defendant Sihota worked for or represented 99 Drilling. (Simon Sihota decl., ¶¶ 24-25; UMF Nos. 10, 18, 26.)

Plaintiff does not appear to dispute that defendant Sihota was not an employee of 99 Drilling. Plaintiff disputes UMF No. 8 in part to argue that despite no formal authority over 99 Drilling, defendant Sihota "could give Flores specific transportation instructions" by passing up his father's orders. This argument is unpersuasive. The idea that repeating another person's driving instructions creates an employment relationship or grants authority in a business is a stretch that is unsubstantiated by legal authority or the evidence presented.

Actions of Non-Party Edward Flores

Plaintiff disputes UMF No. 5 in part to say that "Even if neither [defendant Sihota or Bryan Tahmazian] acted as a formal employee of 99 Drilling, that does not resolve whether 99 Drilling was independently negligent in owning, controlling, maintaining, supervising, and operating the Sprinter [van] through Flores." The driver of the vehicle, Edward Flores, was a full-time employee of defendant 99 Drilling. (UMF No. 58.) However, plaintiff could not identify anything Mr. Flores could have done to intervene or stop the alleged assault, nor did she request his help during the alleged assault. (UMF Nos. 64-67.)

Plaintiff attempts to reframe her position that 99 Drilling's failure to negligently supervise was a failure to supervise the actions of Mr. Flores, its employed driver, rather than the actions of defendant Sihota. This argument fails, as the plaintiff fails to allege in her FAC and her opposition to this motion that defendant 99 Drilling had reason to believe Mr. Flores was incompetent or unfit, had any reason to believe he would create an undue risk of harm, or caused harm. The FAC specifically states that "99 Drilling LLC breached this duty of care [of a disorderly house[2]] by way of his own conduct as alleged herein.

[2] The concept of "disorderly house" (see Bus. & Prof. Code., § 25601) upon which the plaintiff relies to confer a duty of care (see FAC, ¶¶ 61-64) is inapplicable here, as the van in which the alleged

Among other things, 99 Drilling LLC failed to control **Sihota's** actions, inappropriate and immoral behavior, to prevent **them** assaulting Plaintiff, or to provide security and supervision thereby breaching its duty to ensure the safety of guests on the premises such as Plaintiff[.]" (FAC, ¶ 64, emphasis added.)

Defendant has met its burden to demonstrate by a preponderance of the evidence that it is more likely than not that the requirements for negligent supervision of (1) an employer-employee relationship, (2) an incompetent or unfit employee, and (3) a reason to believe an employee would create an undue risk of harm cannot be met. Plaintiff has failed to demonstrate a triable issue of material fact exists as to these issues.

Therefore, the court intends to grant the motion for summary judgment as to the complaint against defendant 99 Drilling, LLC.

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 11/17/26.
(Judge's initials) (Date)

assault took place was not a licensed premises under this statute, nor were alcoholic beverages requiring such a license distributed.

(35)

Tentative Ruling

Re: ***Sandhu v. Banai Trucking, Inc. et al.***
Superior Court Case No. 24CECG00808

Hearing Date: November 19, 2026 (**Dept. 501**)

Motion: Withdrawal of Attorney x2

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 11/18/26.
(Judge's initials) (Date)