

Tentative Rulings for December 17, 2025
Department 502

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

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

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

24CECG02665 *Ron Miller Enterprises Inc. v. Alexandra Bobadilla* is continued to Tuesday, January 13, 2026 at 3:30 p.m. in Department 502.

25CECG00846 *Rozanne Hernandez v. State Center Community College District* is continued to Wednesday, January 14, 2026 at 3:30 p.m. in Department 502.

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Tentative Rulings for Department 502

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Tentative Ruling

Re: ***Pamela Heward v. Sutter Coast Hospital***
Superior Court Case No. 23CECG05640

Hearing Date: December 17, 2025 (Dept. 502)

Motion: by defendant Francis Lee, M.D. to Dismiss and for Terminating Sanctions; by defendants Alan Yee, M.D. and Lawrence Milne, M.D. to Dismiss

Tentative Ruling:

To take the motions off calendar.

Explanation:

The moving parties for all three motions have been dismissed from the action. Francis Lee, M.D. was dismissed with prejudice on October 10, 2025.¹ Alan Yee, M.D. and Lawrence Milne, M.D. were dismissed with prejudice on November 5, 2025. The motions are therefore taken 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 on 12/15/25
(Judge's initials) (Date)

¹ In addition, Dr. Lee did not file moving papers for either motion.

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Tentative Ruling

Re: **Marvin Gonzalez Colindres v. American Honda Motor Co., Inc.**

Superior Court Case No. 25CECG01016

Hearing Date: December 17, 2025 (Dept. 502)

Motion: _____ Compel Initial

Tentative Ruling:

This motion is taken off calendar as it does not appear from the court's record that moving papers were 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** 12/15/25
(Judge's initials) (Date)

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Tentative Ruling

Re: **Rosendo Alvarado v. Guillermina Santana Lopez**
Superior Court Case No. 22CECG02259

Hearing Date: December 17, 2025 (Dept. 502)

Motion: to Compel Plaintiff's Deposition

Tentative Ruling:

To grant defendant Guillermina Santana Lopez's motion to compel plaintiff Rosendo Alvarado to appear at a deposition set within 15 days of the clerk's service of the minute order.

To impose monetary sanctions in the amount of \$485.00 against plaintiff Rosendo Alvarado and in favor of defendant Guillermina Santana Lopez. Plaintiff Rosendo Alvarado is ordered to pay the sanctions amount to defendant's counsel, Law Offices of Scott C. Stratman, within 30 days of the clerk's service of the minute order.

Explanation:

Motion to Compel Attendance at Deposition

Proper service of a notice of deposition compels the opposing party to appear, to testify, and to produce documents if requested. (Code Civ. Proc., § 2025.280, subd. (a).) Where a party deponent fails to appear at a properly noticed deposition, and no valid objection under section 2025.410 has been served, the party giving the notice may move for an order compelling the deponent's attendance and testimony. (*Id.*, § 2025.450 subd. (a).)

Defendant Guillermina Santana Lopez ("defendant") duly noticed plaintiff Rosendo Alvarado's ("plaintiff") deposition for August 28, 2025. (Fonferek Decl., ¶ 3.) Neither party asserts that plaintiff served any formal objection to the Notice of Deposition. The plaintiff failed to appear at the scheduled deposition. (*Id.*, ¶ 4.)

Defendant is entitled to depose plaintiff. (Code Civ. Proc. §§ 2017.010, 2019.010 subd. (a), 2025.010.) Plaintiff's failure to appear for deposition is impeding defendant's ability to prepare for trial. Accordingly, defendant's motion to compel plaintiff Rosendo Alvarado to appear for deposition is granted.

Sanctions

Where a party fails to appear for a properly noticed deposition, the party noticing the deposition is entitled to sanctions. (Code Civ. Proc. § 2025.450 subd. (g).)

Plaintiff has not opposed this motion, and therefore failed to provide any substantial justification or other circumstances that make the imposition 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.

Issued By: KCK on 12/15/25
(Judge's initials) (Date)

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Tentative Ruling

Re: **Saeed v. City of Huron**
Superior Court Case No. 24CECG02366

Hearing Date: December 17, 2025 (Dept. 502)

Motion: By Defendant City of Huron for Summary Judgment or, in the Alternative, Summary Adjudication

Tentative Ruling:

To deny the motion for summary judgment. To deny the alternative motion for summary adjudication in its entirety.

Explanation:

Defendant City of Huron ("Defendant") seeks summary judgment of the Complaint filed by plaintiffs Abdo T. Saeed and Saber Mohammed Saeed Mefta (together "Plaintiffs"). The Complaint states five causes of action: breach of contract; specific performance; breach of the covenant of good faith and fair dealings; intentional misrepresentation; and negligent misrepresentation.

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(c); *Schacter v. Citigroup* (2009) 47 Cal.4th 610, 618.) The issue to be determined by the trial court in consideration of a motion for summary judgment is whether or not any facts have been presented which give rise to a triable issue, and not to pass upon or determine the true facts in the case. (*Petersen v. City of Vallejo* (1968) 259 Cal.App.2d 757, 775.)

The moving party bears the initial burden of production to make a prima facie showing of the nonexistence of any triable issue of material fact; if he or she carries this burden, the burden shifts to plaintiff to make a prima facie showing of the existence of a triable issue. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 849.) A defendant has met his burden of showing that a cause of action has no merit if he has shown that one or more elements of the cause of action cannot be established, or that there is a complete defense to that cause of action. (*Ibid.*) Once the defendant has met that burden, the burden shifts to the plaintiff to show a triable issue of one or more material facts exists as to the cause of action or a defense thereto. (*Ibid.*)

Affidavits of the moving party must be strictly construed and those of the opponent liberally construed. (*Petersen, supra*, 259 Cal.App.2d at p. 775.) The opposing affidavit must be accepted as true, and need not be composed wholly of strictly evidentiary facts. (*Ibid.*) Any doubts are to be resolved against the moving party. The facts in the affidavits shall be set forth with particularity. (*Ibid.*) The movant's affidavit must state all of the requisite evidentiary facts and not merely the ultimate facts or conclusions of law or conclusions of fact. (*Ibid.*) All doubts as to the propriety of granting the motion

are to be resolved in favor of the party opposing the motion. (*Hamburg v. Wal-Mart Stores, Inc.* (2004) 116 Cal.App.4th 497, 502.)

Defendant submits threshold issues of immunity as to the fourth and fifth causes of action for intentional and negligent misrepresentation. Defendant argues that as a public entity, it is immune from liability of any misrepresentation. Government Code section 818.8 provides that “[a] public entity is not liable for any injury caused by misrepresentation by an employee of the public entity, whether or not such misrepresentation be negligent or intentional.” As both parties argue, this immunity reaches only tort actions. (*E.g., Warner Constr. Corp. v. City of Los Angeles* (1970) 2 Cal.3d 285, 293-294.) Both parties appear to acknowledge that immunity may not be available for misrepresentations in seeking to enforce a contract. (*E.g., Arthur L. Sachs, Inc. v. City of Oceanside* (1984) 151 Cal.App.3d 315, 320-322 [noting that the Legislative Committee Comment indicated that “The doctrine of sovereign immunity has not protected public entities in California from liability arising out of contract” (internal quotations omitted)(emphasis original) as stated in Government Code section 814].) Here, the Complaint states the causes of action for misrepresentation as arising out of the promises of the written contract. (Complaint, ¶¶ 39-55 [referencing the contract in paragraphs 40 and 53].) The court finds as a matter of law that Government Code section 818.8 does not immunize Defendant from the fourth and fifth causes of action for intentional and negligent misrepresentation. As Defendant submits no other bases for summary judgment as to the fourth and fifth causes of action, the motion for summary judgment is denied. The alternative motion for summary adjudication of the fourth and fifth causes of action are denied.

Defendant submits as to the first three causes of action, for breach of contract, specific performance, and breach of the covenant of good faith and fair dealings, that it is entitled to adjudication because Plaintiffs failed to execute the contract prior to June 20, 2023. Defendant further submits that Plaintiffs failed to deliver the executed contract to Placer Title Company prior to the term of the contract, to close by June 20, 2023. Defendant further submits that Plaintiffs cannot show that the June 20, 2023 term was waived or modified.

Defendant submits that the contract held that time was of the essence, and it was a material term that escrow close by June 20, 2023. (Defendant's Undisputed Material Fact [“UMF”] No. 25.) Defendant also submitted facts stating that the contract that is in dispute in the present action is a restatement of a contract that was drafted in 2019. (Defendant's UMF No. 2-7.) On May 12, 2023, the contract was drafted, and approved by Defendant's council on May 17, 2023. (Defendant's UMF No. 8.) The contract was pre-signed by Defendant's mayor on May 16, 2023. (*Ibid.*) On May 17, 2023, Defendant's counsel was advised that the name of a party to the contract was incorrect. (Defendant's UMF No. 9.) On June 7, 2023, the contract was revised. (Defendant's UMF No. 10.) On June 9, 2023, plaintiff Saeed and another individual appeared at Defendant's clerk's office, where the clerk gave Saeed a copy of the revised contract. (Defendant's UMF No. 16.) Saeed attempted to identify the location of the property he would receive in the exchange, and the clerk was unable to provide the information. (Defendant's UMF No. 19.) The revised contract was returned to Defendant on October 26, 2023. (Defendant's UMF No. 22.)

There is a dispute as to whether the revised contract was executed by Defendant when delivered to Plaintiffs for the first time. (Plaintiffs' Response to UMF No. 16.) Moreover, Defendant cites to the evidence of the Deposition of Juanita Veliz, without page citations. A review of the portions of the deposition submitted show that Veliz stated that what she had, had no signatures. (Costanzo Decl., Ex. 10, Deposition of Juanita Veliz, pp. 26:22-27:25; Plaintiff's Appendix of Evidence, Deposition of Juanita Veliz, pp. 32:3-35:17.) This appears to contradict Veliz's declaration submitted in support of Defendant's prior motion to expunge lis pendens. (Plaintiffs' Appendix of Evidence, Veliz Depo., Ex. 2 thereto, ¶ 2.) Issues of credibility are reserved for the fact finder and are inappropriately resolved by summary adjudication. In the possibility that both statements are true, Defendant fails to submit evidence in support of its conclusion otherwise, that the revised contract was executed prior to its delivery to Plaintiffs or their agents, as the case may be.¹

Based on the above, the court finds that there is a dispute that the revised contract was signed by Defendant's mayor and Saeed on the same day. (Plaintiff's Response to UMF No. 22; see also Costanzo Decl., ¶ 12, Ex. 8, Deposition of Abdo T. Saeed, p. 52:11:22, 53:3-54:6.) If each of Plaintiffs and Defendant executed the agreement after the date identified in the revised contract for the close of escrow, Defendant fails to establish that there are no triable issues as to whether Plaintiffs thereafter failed to submit the fully executed revised contract to Placer Title Company.

Defendant fails to establish that there are no triable issues as to whether the June 20, 2023, close of escrow term was waived as a consequence of a full execution of the revised contract after the date stated. (*Galdjie v. Darwish* (2003) 113 Cal.App.4th 1331, 1339.) The only fact submitted in support suggested that Defendant's clerk indicated no issues if the revised contract was executed after the return of plaintiff Meftah from Yemen. (Defendant's UMF No. 26.) Defendant merely argues that the clerk cannot be an authorized agent to offer such a statement, but acknowledges that issues of agency are questions of fact. The sole fact submitted does not demonstrate how or why the clerk "plainly does not have authority to intentionally relinquish a known contract right of the city's or to modify an agreement between the City and Saeed and Meftah" as a matter of law.

The motion for summary adjudication is denied as to the first, second and third causes of action.

Plaintiffs separately raise an issue of a false citation made within the moving papers, to *Thompson v. County of Los Angeles*. The moving papers provide a citation of *Thompson v. County of Los Angeles* (2006) 85 Cal.App.4th 98, in the table of authorities, and to 85 Cal.App.5th 98, in the body of the points and authorities. As Plaintiffs states, neither of the citations are to a case titled *Thompson v. County of Los Angeles*. In an attempt to retrieve the case, the court found a *Thompson v. County of Los Angeles* (2022) 85 Cal.App.5th 376. However, the premise of the 2022 case is unrelated to any argument raised by Defendant, namely that an employee's title, without more, is not sufficient to show authority to make an admission on behalf of the entity. In light of the veracity of the

¹ It is disputed who spoke with the clerk; Plaintiffs submit that Saeed was not present, but Abdul Assad who had spoke with the clerk. (Plaintiffs' Response to UMF No. 19.)

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.

Issued By: KCK on 12/15/26
(Judge's initials) (Date)