

TENTATIVE RULINGS for LAW and MOTION

October 23, 2025

Pursuant to Yolo County Local Rules, the following tentative rulings will become the order of the court unless, by 4:00 p.m. on the court day before the hearing, a party requests a hearing and notifies other counsel of the hearing. To request a hearing, you must contact the clerk of the department where the hearing is to be held. Copies of the tentative rulings will be posted on Yolo Court's Website, at www.yolo.courts.ca.gov. If you are scheduled to appear and there is no tentative ruling in your case, you should appear as scheduled.

Telephone number for the clerk in Department Eleven	(530) 406-6843
Telephone number for the clerk in Department Fourteen	(530) 406-6800

TENTATIVE RULING

Case: **De La Cruz v. Del Monte Capitol Meat Company, LLC**
Case No. CV-2025-1527

Hearing Date: **October 23, 2025** **Department Eleven** **9:00 a.m.**

On the Court's own motion, defendant Del Monte Capitol Meat Company, LLC's motion to compel arbitration of individual PAGA claim and stay representative PAGA claim is **CONTINUED to December 4, 2025**, at 9:00 a.m. in Department Eleven.

By **November 13, 2025**, the parties **SHALL** file and serve concurrent supplemental briefs on the application of the case of *Rodriquez v Packers Sanitation Services* (2025) 109 Cal.App.5th 69, to this action, not to exceed five pages.

No other documents will be considered.

TENTATIVE RULING

Case: **Espinoza Bail Bonds v. Chaung, et al.**
Case No. CV-2021-0958

Hearing Date: **October 23, 2025** Department Eleven **9:00 a.m.**

Motion for sanctions:

Defendants Ronald Y. Chuang, Linda F. Chuang and Ted K. Chuang’s motion for sanctions against Jose Espinoza and his attorney Terry Hunt for filing declarations in “bad faith” in support of a continuance of defendants’ motion for summary judgment, or alternatively, for summary adjudication is **DENIED**. (Code Civ. Proc., § 437c, subd. (j).) The Court does not find that Mr. Espinoza or Mr. Hunt’s declarations were submitted in bad faith or solely for the purpose of delay. (Code Civ. Proc., §§ 437c, subds. (h), (j), 2017.010; *Braganza v. Albertson’s LLC* (2021) 67 Cal.App.5th 144, 154, fn. 4; Hunt Decl. filed Aug. 20, 2025, ¶¶ 4 – 8; Jose Decl., ¶¶ 5 – 21, filed Aug. 20, 2025.)

If no hearing is requested, this tentative ruling is effective immediately. No formal order pursuant to California Rules of Court, rule 3.1312 or further notice is required.

Motions to stay depositions:

Defendants Ronald Y. Chuang, Linda F. Chuang and Ted K. Chuang’s motion for order staying their depositions and for protective order to limit discovery is **DENIED**. (Code Civ. Proc., §§ 2017.020, 2025.410 and 2025.420.) On September 16, 2025, the Court previously ruled that plaintiffs were entitled to take defendants’ depositions and ordered that they were to be completed by October 24, 2025. (Minute Order dated September 16, 2025.)

Plaintiff Espinoza Bail Bonds Inc. and cross-complaint Jose Espinoza’s request for terminating sanctions is **DENIED**. The Court finds that plaintiff and cross-complainant fail to provide any legal argument with citation to authority in support of the relief requested. (Cal. Rules of Court, rule 3.1113(b); see *Quantum Cooking Concepts, Inc. v. LV Associates, Inc.* (2011) 197 Cal.App.4th 927, 934, citing *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52 [where a motion is supported by a deficient memorandum, the trial court is justified in denying the motion on procedural grounds]; see also *Hood v. Gonzales* (2019) 43 Cal.App.5th 57, 73 – 74, citing *Sprague v. Equifax, Inc.* (1985) 166 Cal.App.3d 1012, 1050 [every brief should contain a legal argument with citation of authorities on the points made and if none is furnished on a particular point, the court may treat it as waived and pass it without consideration].)

On September 16, 2025, this Court ordered defendants to appear for deposition by October 24, 2025. That order required all three defendants to make themselves available so that all three depositions are done by that date. Defendants instead filed this motion—which borders on the frivolous—almost two weeks after the order requiring them to appear for deposition. Defendants now must each appear for deposition at a place and time of plaintiff’s choosing pursuant to law, and in no event shall all three depositions be completed any later than October 31, 2025, except by plaintiff’s election. The usual notice period for a deposition is shortened to two days; notice may be given by personal service at defense counsel’s office, or by email to defense counsel without extending the notice period beyond those two days. Violation of this order compelling

depositions may result in an order to show cause why sanctions should not be imposed upon defendants.

If no hearing is requested, this tentative ruling is effective immediately. No formal order pursuant to California Rules of Court, rule 3.1312 or further notice is required.

TENTATIVE RULING

Case: Meritage Homes of CA, Inc. v. HBT of Winters Highlands, LLC
Case No. CV-2023-1612

Hearing Date: October 23, 2025 Department Fourteen 9:00 a.m.

On the Court's own motion, defendant HBT of Winters Highlands, LLC's ("defendant") amended motion for attorneys' fees and costs, defendant's motion for appellate attorneys' fees and costs, and hearing for review of remittitur on appeal are **CONTINUED to December 18, 2025**, at 9:00 a.m. in Department Fourteen.

Plaintiff Meritage Homes of CA, Inc. ("plaintiff") **SHALL** file with the Court a copy of the Arbitration Award (expected by October 20, 2025) by no later than **November 7, 2025**.

Plaintiff **SHALL** file with the Court a supplemental memorandum not to exceed five pages addressing what effect, if any, the Arbitration Award has on the merits of defendant's amended motion for attorneys' fees and costs and defendant's motion for appellate attorneys' fees and costs by no later than **November 21, 2025**.

Defendant **SHALL** file with the Court a supplemental responsive memorandum to plaintiff's supplemental memorandum not to exceed five pages by no later than **December 5, 2025**. Defendant **MAY** also file an amended reply to plaintiff's combined opposition (filed October 10, 2025) based on the notice of errata (filed October 16, 2025) by no later than **December 5, 2025**.

TENTATIVE RULING

Case: **Sarkis v. Yolo County Public Agency Risk Management Insurance
Authority et al.**

Case No. CV-2024-2614

Hearing Date: **October 23, 2025** **Department Fourteen** **9:00 a.m.**

On the Court's own motion, plaintiff Armond Sarkis' motion for relief from sanctions, motion to compel further discovery responses, and motion for protective order are **CONTINUED** to **October 30, 2025**, at 9:00 a.m. in Department Fourteen.

TENTATIVE RULING

Case: Treadway et al. v. Clark Pacific Precast, LLC
Case No. CV-2024-3168

Hearing Date: October 23, 2025 **Department** Fourteen **9:00 a.m.**

The Court rules on plaintiffs Christopher Treadway and Justin Hernandez’s objections to the declaration of Kris Hansen as follows:

- Objection numbers 1, 2, 4 and 6 are **OVERRULED**.
- Objection number 8 is **SUSTAINED IN PART** as to the statement “accordingly, the union has authority to bargain on the Plaintiffs’ behalf.”
- The Court declines to rule on plaintiff’s objection numbers 3, 5 and 7 because the Court did not rely upon the paragraphs challenged in determining this motion.

The Court declines to rule on plaintiff’s evidentiary objections to the declaration of Jeffrey McCartney and to the declaration of Daniel Konzeija because the Court did not rely upon the paragraphs and corresponding exhibits challenged in determining this motion.

Defendant Clark Pacific’s motion to compel arbitration, dismiss class claims, and stay action is **GRANTED**. (9 U.S.C. § 1, et seq.; Code Civ. Proc., § 1281 et seq.; *Morris v. Zuckerman* (1967) 257 Cal.App.2d 91, 96 [doubts as to whether an arbitration clause applies are to be resolved in favor of coverage].)

The Court finds that an agreement to arbitrate exists. (See *Harris v. TAP Worldwide, LLC* (2016) 248 Cal.App.4th 373, 380 – 381; see also *United Steelworkers of America v. Warrior & Gulf Navigation Co.* (1960) 363 U.S. 574, 578 [“arbitration of labor disputes under collective bargaining agreements is part and parcel of the collective bargaining process itself.”]; *14 Penn Plaza LLC v. Pyett* (2009) 556 U.S. 247, 251, 256 – 257 [“A union representative may agree on an employee’s behalf as part of the collective bargaining process to require the employee to arbitrate controversies relating to an interpretation or enforcement of a CBA.”]; Hansen Decl., ¶¶ 1, 6, Exhibit C.) The agreement to arbitrate “clearly and unmistakably” encompasses the statutory/Labor Code violations alleged within plaintiffs’ first amended complaint. (*Penn Plaza, supra*, 556 U.S. at p. 254; see generally FAC; Hansen Decl., ¶ 6, Exhibit C, §§ 14.6, 14.7.)

The Court further finds that plaintiffs have not met their burden to show that the agreement to arbitrate is not enforceable. (See *14 Penn Plaza LLC*, 556 U.S. at 258 [“Nothing in the law suggests a distinction between the status of arbitration agreements signed by an individual employee and those agreed to by a union representative.”]; *Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 236 [an arbitration clause within a contract may be binding on a party even if the party never actually read the clause]; *Roman v. Superior Court* (2009) 172 Cal.App.4th 1462, 1469 – 1470; Hansen Decl., ¶¶ 2, 4, 8, Exhibits A, B; McCartney Decl., ¶ 2; Treadway Decl., ¶¶ 2– 11, 14 – 16; Hernandez Decl., ¶¶ 2 – 15.) While the Court finds that there is a measure of procedural unconscionability, there is no substantive unconscionability. (Code Civ. Proc., §§ 1283.4, 1283.05; see *Gilmer v. Interstate/Johnson Lane Corp.* (1991) 500 U.S. 20, 22 [“The unequal bargaining power between employers and employees is not a sufficient reason to hold that arbitration agreements are never enforceable in the employment context.”]; *Roman v. Superior Court* (2009) 172 Cal.App.4th

1462, 1469 – 1471; see also *Armendariz v. Foundation Health Psych. Serv., Inc.* (2000) 24 Cal.4th 83, 102, 107; *Baldwin Co. v. Rainey Construction Co.* (1991) 229 Cal.App.3d 1053, 1058, fn. 3; Hansen Decl., ¶ 6, Exhibit C, §§ 14.5, 14.6.)

The Court notes that to require plaintiffs to now comply with the preliminary steps of defendant's grievance procedure prior to proceeding to arbitration is futile given that neither plaintiff is still employed by defendant. (Hansen Decl., ¶ 6, Exhibit C, § 14.1; Treadway Decl., ¶ 2; Hernandez Decl., ¶ 2.)

Defendant **SHALL** bear the cost of arbitration. (*Armendariz, supra*, 24 Cal.4th at pp. 110 – 111, 113.)

Given that the parties do not dispute that the agreement to arbitrate does not evidence a consent to arbitrate on a class wide basis, the class action claims brought pursuant to Code of Civil Procedure section 382 are **DISMISSED**. (See *Stolt-Nielsen S. A. v. AnimalFeeds Int'l Corp.* (2010) 559 U.S. 662, 664, 685; *Lamps Plus, Inc. v. Varela* (2019) 587 U.S. 176, 183; see generally Hansen Decl., ¶ 6, Exhibit C.) The Court finds that these claims must be pursued by each aggrieved employee individually pursuant to the grievance procedure set forth in the agreement to arbitrate. (Hansen Decl., ¶ 6, Exhibit C, § 14.)

This matter is **STAYED** pending the outcome of arbitration. (Code Civ. Proc., § 1281.4.)

If no hearing is requested, this tentative ruling is effective immediately. No formal order pursuant to California Rules of Court, rule 3.1312 or further notice is required.

TENTATIVE RULING

Case: West Sac Capital, LLC v. Watson Companies, Inc.
Case No. CV-2023-0837

Hearing Date: October 23, 2025 **Department Eleven** **9:00 a.m.**

Defendant's motion for leave to file a cross-complaint and continue trial:

Defendant Watson Companies, Inc.'s objection and motion to strike is **OVERRULED**. (Evid. Code, § 1119.) Defendant did not identify which statements it objects to and seeks to strike.

Defendant's motion for leave to file a cross-complaint is **DENIED**. (Code Civ. Proc., §§ 428.10, subd. (b), 428.50, subd. (c), 473, subd. (a).) Although the proposed cross-complaint "arises out of the same transaction, occurrence, or series of transactions or occurrences as the cause brought against" defendant, the Court finds that it is not in the "interest of justice" to permit defendant to file the proposed cross-complaint. (Code Civ. Proc., §§ 428.10, subd. (b), 428.50, subd. (c); Taalomi decl., ¶ 13, Exhibit 8.) Specifically, defendant does not explain the significant delay between discovering facts that suggest other entities and/or individuals may be responsible for plaintiff West Sac Capital, LLC's harm and seeking leave to file the proposed cross-complaint. (Taalomi decl., ¶¶ 6-16; Menkeshe decl., ¶¶ 9-11, 15, & 28, Exhibits 6 & 8.) Additionally, defendant is seeking leave to file a cross-complaint only 11 days before trial. (See Code Civ. Proc., § 428.50, subd. (c).)

As to defendant's motion to continue trial, the Court finds the alleged need for discovery does not support the motion. (Cal. Rules of Court, rule 3.1332(c)(7); Taalomi, decl., ¶ 16, Exhibit 9.) However, the unavailability of trial counsel might support defendant's motion if substantiated at a hearing. (Cal. Rules of Court, rule 3.1332(c)(3); Taalomi, decl., ¶ 17.) Parties are **DIRECTED TO APPEAR** on this issue.

Trial readiness conference:

Parties are **DIRECTED TO APPEAR** for the trial readiness conference.

TENTATIVE RULING

Case: **Zapuskalova v. Yolo County Children's Alliance**
Case No. CV-2024-1877

Hearing Date: **October 23, 2025** **Department Eleven** **9:00 a.m.**

Parties are **DIRECTED TO APPEAR** for a hearing on plaintiff's unopposed motion for preliminary approval of class action settlement. (Cal. Rules of Court, rule 3.769(c), (d).) Prior to the hearing the parties are **DIRECTED** to meet and confer and be prepared to discuss selecting a date for a final approval hearing. (Cal. Rules of Court, rule 3.769(e).)