

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MERCED

2260 N Street, Merced
627 W. 21st Street, Merced
1159 G Street, Los Banos

Monday, March 02, 2026

Tentative rulings are provided for the following courtrooms and assigned Judicial Officers with scheduled civil matters:

Courtroom 8 – Hon. Stephanie L. Jamieson

Courtroom 9 – Commissioner David Foster

Courtroom 12 – Hon. Jennifer O. Trimble

Parties who wish to appear remotely must contact the clerk of the court at (209) 725-4111 to seek permission and arrange for a remote appearance.

IMPORTANT: Court reporters will NOT be provided; parties must make their own arrangements. Electronic recording is available in certain courtrooms and may only be activated upon request.

The tentative rulings for specific calendars follow:

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MERCED

Civil Law and Motion Tentative Rulings
Hon. Stephanie L. Jamieson
Courtroom 8

627 W. 21st Street, Merced

Monday, March 02, 2026
8:15 a.m.

The following tentative rulings shall become the ruling of the court unless a party gives notice of intention to appear as follows:

1. You must call (209) 725-4240 to notify the court of your intent to appear.
2. You must give notice to all other parties before 4:00 p.m. of your intent to appear.

Per California Rules of Court, rule 3.1308(a)(1), failure to do both items 1 and 2 will result in no oral argument. *Note:* Notifying CourtCall (the court's telephonic appearance provider) of your intent to appear does not satisfy the requirement of notifying the court.

Case No. Title / Description

24CV-05024 Justin Hill vs Arthur Haggarty, et al.

Order to Show Cause Re: Dismissal - Notice of Settlement

Appearance required. Appear to address the status of the unconditional settlement for which notice was filed December 22, 2025, with a settlement date of December 5, 2025, and show cause why the Court should not dismiss the matter, retaining jurisdiction for enforcement purposes pursuant to Code of Civil Procedure section 664.6. If there are no appearances, the matter may be dismissed by the Court pursuant to the settlement under California Rules of Court, rule 3.1385, as more than 45 days have passed since the date of unconditional settlement.

24CV-05649 Sarah Mcdaniel, et al. vs Jagdishkumar Modi

Case Management Conference

Appearance required.

Demurrer to Plt's Complaint

Defendant's demurrer to Plaintiff's sixth cause of action is SUSTAINED WITH LEAVE TO AMEND, on the basis of failure to state facts sufficient to constitute a cause of action.

Here, Plaintiff does not allege enough facts to support a fraudulent inducement concealment cause of action. For example and not exhaustive, the complaint (1) fails to allege the details of the transaction or any interactions Plaintiff had when acquiring the subject vehicle, (2) contains no allegation that the selling dealership acted as an agent on behalf of Defendant for purposes of the sale or lease, (3) fails to sufficiently allege the details of the defect that is subject to the omission or concealment, (4) contains insufficient facts regarding any alleged inducement or reliance on any alleged omissions or concealment, and (5) does not sufficiently allege Defendant intended to deceive Plaintiff by concealing the known defects. See *Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th 828.

Defendant's demurrer as to the sixth cause of action being barred by the economic loss rule is SUSTAINED WITH LEAVE TO AMEND.

The Court in *Rattagan* stated, "the economic loss doctrine applies when the parties have entered into a contract; the plaintiff sues for tort damages, alleging defendant failed to perform as the contract requires; and negligently caused economic losses flowing from the breach. In such a case, plaintiffs are generally limited to recovery of those economic damages and cannot seek to expand their remedies beyond those available in contract. The doctrine does not apply if defendant's breach caused physical damage or personal injury beyond the economic losses caused by the contractual breach and defendant violated a duty flowing, not from the contract, but from a separate, legally recognized tort obligation. (*Rattagan v. Uber Technologies, Inc.* (2024) 17 Cal.5th 1, 44.)

In short, as long as Plaintiff's claim for fraudulent inducement by concealment allege fraudulent conduct independent of Defendant's alleged warranty breaches, it has been found, "[f]raudulent inducement claims fall within an exception to the economic loss rule recognized by our Supreme Court [citation], and plaintiffs allege fraudulent conduct that is independent of [Defendant's] alleged warranty breaches" (*Dhital v. Nissan North America, Inc.* (2022) 84 Cal.App.5th 828, 843.)

Plaintiff's complaint contradicts itself on this point. While the sixth cause of action appears to allege fraudulent conduct independent of the alleged warranty breaches, the complaint alleges at paragraph 11 "These causes of action arise out of the warranty obligations of TOYOTA . . ." (Complaint ¶ 11). As this may be clarified by Plaintiff, the demurrer is sustained with leave to amend.

Plaintiff is to file an amended complaint within ten (10) days of this court's order.

Motion to Strike to Plt's Prayer for Punitive Damages

Defendant's motion to strike paragraph "e" on page 13, line 7, of the complaint is GRANTED WITH LEAVE TO AMEND, on the basis of failure to state facts sufficient to support punitive damages.

Plaintiff is to file an amended complaint within ten (10) days of this court's order.

25CV-06365

Michael Rocha vs Ford Motor Company, et al.

Motion to Compel Arbitration and Stay Action

The motion to compel arbitration and stay proceedings is GRANTED.

When a motion to compel arbitration is filed and accompanied by prima facie evidence of a written agreement to arbitrate the controversy, the court itself must determine: (1) whether the agreement exists, and (2) if any defense to its enforcement is raised, whether it is enforceable. (*Rosenthal v. Great Western Fin. Securities Corp.* (1996) 14 Cal.4th 394, 413.)

The moving party “can meet its initial burden by attaching to the [motion] a copy of the arbitration agreement purporting to bear the [opposing party's] signature.” (*Bannister v. Marinidence Opco, LLC* (2021) 64 Cal.App.5th 541.)

By attaching the arbitration agreement as Exhibit A to counsel's declaration, Defendant has established a prima facie case that an enforceable agreement to arbitrate exists.

Unless there is a dispute over authenticity, the mere recitation of the terms is sufficient for a party to move to compel arbitration. (*Sprunk v. Prisma LLC* (2017) 14 Cal.App.5th 785, 793.)

This shifts the burden to Plaintiff to raise a defense to its enforcement. Plaintiff has not filed an opposition. By not filing any opposition, Plaintiff is deemed to have consented to the granting of the motion.

The court also finds that the arbitration agreement is not unconscionable.

Accordingly, the motion to compel arbitration and stay proceedings is GRANTED.

This case is stayed pending arbitration.

An arbitration status hearing is set for Thursday, September 17, 2026, at 8:15 a.m. in Courtroom 8.

The court will sign the order lodged with the court on December 22, 2025.

25CV-07121

Alejandro Valencia vs Devin Badillo

Order to Show Cause Re: Restraining Order

Appearance required. Proof of timely personal service on Respondent was filed with the court February 3, 2026.

26CV-00013

Alicia Hernandez Rocha vs Andrea Martinez

Order to Show Cause Re: Restraining Order

Appearance required. All parties have appeared in this action. This matter was continued from January 30, 2026, for the Respondent to file and serve a written response to the petition.

26CV-00014

Alicia Hernandez Rocha vs Clinton Perry

Order to Show Cause Re: Restraining Order

Appearance required. All parties have appeared in this action. This matter was continued from January 30, 2026, for the Respondent to file and serve a written response to the petition.

26CV-00093

In Matter of: Michael Larson, et al.

Petition for Release of Lien

The petition for release of lien is DENIED. Even assuming the validity of the documents submitted in support of the petition, under Paragraph B.4, page 2 of 4, of the Deed of Trust attached as Exhibit A to the petition, the named trustee, TransCounty Title Co., has sole authority to reconvey the subject property upon payment of the sums secured by the deed of trust.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MERCED

Ex Parte Application Calendar
Commissioner David Foster
Courtroom 9

627 W. 21st Street, Merced

Monday, March 2, 2026
1:15 p.m.

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Per California Rules of Court, rule 3.1308(a)(1), failure to do both items 1 and 2 will result in no oral argument. *Note:* Notifying CourtCall (the court's telephonic appearance provider) of your intent to appear does not satisfy the requirement of notifying the court.

Case No.	Title / Description
26CV-00369	[Parties' names withheld pursuant to CCP § 1161.2(a)(1)]
	Ex Parte Application for Order Setting Aside Default and Vacating Default Judgment
	Appearance required.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MERCED

Limited Civil
Commissioner David Foster
Courtroom 9

627 W. 21st Street, Merced

Monday, March 02, 2026
1:30 p.m.

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Case No.	Title / Description
24CV-03421	Helena Agri-Enterprises, LLC vs. Creme Brulee Farming Company, et al. Order of Examination – Edgar Perez DROPPED from calendar as moot. Plaintiff filed an acknowledgment of satisfaction of judgment on February 24, 2026.
24CV-04880	Cristian Lopez vs. Scott Davis Order of Examination – Scott Davis Appearance required.
25CV-02811	Esurance Prop. and Cas. Ins. Co. a/s/o Misty Knapp vs. James Wright Review Hearing – Status of Default Judgment Appearance required. Appear to address status of submission of request for default judgment.

25CV-02695 Cavalry SPV I, LLC vs. Jose Ruiz

OSC re: Dismissal – Notice of Settlement

Appearance requested. On December 30, 2025, Plaintiff filed a notice of conditional settlement that indicates that Plaintiff will file a request for dismissal no later than “02/13/1900.” The Court requests that Plaintiff either file an amended notice of settlement or appear to provide the correct date of dismissal so that the Court can continue the order to show cause to an appropriate date.

25CV-04636 [Parties’ names withheld pursuant to CCP § 1161.2(a)(1)]

Court Trial: Unlawful Detainer

Appearance required.

25CV-05020 [Parties’ names withheld pursuant to CCP § 1161.2(a)(1)]

Court Trial: Unlawful Detainer

Appearance required.

25CV-06581 [Parties’ names withheld pursuant to CCP § 1161.2(a)(1)]

Court Trial: Unlawful Detainer

Appearance required.

26CV-00199 Midland Credit Management, Inc. vs. Dashawn Chambers

Motion to Compel Arbitration and Stay Proceedings

Defendant’s unopposed motion for an order compelling plaintiff Midland Credit Management, Inc. to arbitrate Plaintiff’s claims in this action and to stay proceedings is GRANTED. (Code Civ. Proc., § 1281.2.) Petitioner/Defendant has met his burden of proving by a preponderance of the evidence the existence of a written agreement by the parties to arbitrate Plaintiff’s claims in this action at Section 11 of Exhibit A to Defendant’s declaration. The parties are ordered to binding arbitration in accordance with the terms of the arbitration agreement.

The present action is stayed pursuant to Code of Civil Procedure section 1281.4 pending the outcome of arbitration. The Court sets a review hearing re: status of arbitration on Thursday, September 3, 2026, at 10:00 a.m. in Courtroom 9.

Defendant is directed to prepare and submit a written order consistent with the Court's ruling for the Court's signature and to provide notice thereof to the opposing party/counsel as required by law and the California Rules of Court.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MERCED

Case Management Conference
Hon. Mark Bacciarini
Courtroom 10

627 W. 21st Street, Merced

Monday, March 02, 2026
1:30 p.m.

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Case No.	Title / Description
25CV-03969	Joerg Schuller vs Dignity Health, et al.
	Case Management Conference
	Appearance required.
