

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MERCED

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

Thursday, February 26, 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

Thursday, February 26, 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:

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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

20CV-01569 Mikeiah Hargett, et al vs. William Gustavo Lopez, et al

Order to Show Cause Re: Contempt

Appearance required.

22CV-03431 Kendall And Davis, LLC, et al. vs Le-Nguyen Dental Corporation, et al.

Motion to be Relived as Counsel

The motion by Plaintiffs' counsel, Mark Hardiman, to be relieved as counsel is GRANTED. The declaration submitted with the notice of motion is adequate and establishes proper grounds for relief.

Mr. Hardiman is ordered to prepare and submit the mandatory MC-053, Order Granting Attorney's Motion to be Relieved as Counsel, within ten (10) court days of this order for this Court's signature. The order must contain the last known contact information for both Plaintiffs. This order is effective upon service of the signed order on Plaintiffs and the filing of a proof of service with this court.

This matter is set for a status hearing April 7, 2026, at 8:15 a.m. in Courtroom 8. Plaintiffs are ordered to appear personally or through new counsel. Mr. Hardiman is further ordered to give notice to Plaintiffs of this future hearing date.

23CV-03524 Agustin Granados, et al. vs Jaime Vargas, et al.

Order to Show Cause re: Sanctions

Appearance required.

Order to Show Cause re: Dismissal

Appearance required.

24CV-06342 Humberto Casarez-Avila, et al. vs Stockton AG Transport, et al.

Petition for Approval of Minor's Compromise

The petition for approval of minor's compromise is GRANTED pursuant to the amended petition indicating monies will be deposited in a blocked account. The Court will sign the order lodged on February 19, 2026.

25CV-03189 Petition of: Tabitha Steed

Order to Show Cause Re: Name Change

Appearance required. ASL interpreter requested. Appear to address status of service on the non-petitioning parent after the Court granted the request for service by posting and mailing.

25CV-03360 Carmen Lara, et al. vs Keyana Spencer

Order to Show Cause re: Dismissal

CONTINUED to April 22, 2026, at 8:15 a.m. in Courtroom 8 for counsel to file a renewed petition for approval of minor's compromise following the appointment of a guardian ad litem on February 20, 2026.

Case Management Conference

CONTINUED to April 22, 2026, at 8:15 a.m. to trail the OSC re: Dismissal.

25CV-05279 Taci Bass vs Bonander Auto, Truck & Trailer, Inc

Petition to Compel Arbitration

Defendant's petition to compel arbitration is DENIED.

Defendant established a prima facie case that an enforceable agreement to arbitrate exists by providing the signed arbitration agreement. Although challenged by Plaintiff, there is no assertion that the document is inauthentic or forged or that she did not sign the document; only an assertion that she does not recognize or believe she signed the document. (Bass Decl. ¶ 6.) Consequently, the burden of producing evidence regarding the authenticity of the signature does not shift back to Defendant.

Plaintiff then raises the defense the agreement is unconscionable.

The doctrine of unconscionability has "both a "procedural" and a "substantive" element,' the former focusing on "oppression" ' or "surprise" ' due to unequal bargaining power, the latter on "overly harsh" ' or "one-sided" ' results." (*Armendariz v. Foundation Health Psychcare Services* (2000) 24 Cal.4th 83, 114.)

Courts "apply a sliding scale analysis under which 'the more substantively oppressive [a] term, the less evidence of procedural unconscionability is required to come to the conclusion that the term is unenforceable, and vice versa.' " (*Fuentes v. Empire Nissan, Inc.* (2026) 341 Cal.Rptr.3d 186, 194.)

It is conceded by Defendant that the arbitration agreement has some degree of procedural unconscionability as it is a contract of adhesion. (Reply 4:10.)

It is also procedurally unconscionable as it contains provisions that are lengthy, dense, inarticulate, and imprecise, as well as consisting of complex sentences filled with legal jargon and statutory references. For example, the third paragraph on the first page is almost "visually impenetrable" to the point that it "challenge[s] the limits of legibility." (*Fuentes v. Empire Nissan, Inc.* (2026) 341 Cal.Rptr.3d 186, 192; *OTO, L.L.C. v. Kho* (2019) 8 Cal.5th 111, 128.) Highlighting this, the second sentence in that paragraph is a run on, complex, statutory and legal jargon filled sentence that is approximately 15 lines long. If the court had difficulty with the sentence, a layperson would not find it easy.

Substantive unconscionability exists if the terms of the agreement are overly harsh or one-sided, provisions which shock the conscience, are unduly oppressive, or unreasonably favorable to the party seeking to compel arbitration. (*Sanchez v. Valencia Holding Co., LLC* (2015) 61 Cal.4th 899, 909.)

Here, there are multiple provisions that are substantively unconscionable. For example, the third full paragraph on page 2 regarding the allocation of arbitrator fees is unconscionable. This is even more glaring in light of the provision that states the claim shall be dismissed if the claimant fails to pay the arbitration fees in a timely manner (Page 3). This begs the question, if the respondent fails to pay their share of the arbitration fees does it amount to a default? The agreement is silent as to this, making the provision one-sided.

Then there is the first full paragraph on page 3. The paragraph is poorly constructed, confusing, and potentially misleading. After numerous readings, the paragraph as a

whole appears to be circular in its logic, leading to a heads we win, tails you lose outcome favoring the employer.

In looking at the depth of the procedural and substantive unconscionable elements, the court finds the arbitration agreement to at a minimum to be drafted to mislead and confuse the prospective employee, and at worse to discourage or scare off potential litigation (e.g. allocating arbitration costs to an hourly employee).

To compel arbitration under the terms of the arbitration agreement would be contrary to public policy.

The court also declines the invitation to strike the offending terms and provisions. Too many would need to be stricken, and the court will not rewrite or supply its own terms to the agreement.

Accordingly, the petition to compel arbitration is **DENIED**.

Case Management Conference

Appearance required.

25CV-06022 Enrique Navarro Lechuga vs Alberto Navadiaz

Order Show Cause Re: Restraining Order

Appearance required. All parties have appeared in this matter. Appear to address status of corresponding criminal case.

25CV-06909 Bernadette Gaestel vs Aven Financial Inc., et al.

Motion for Preliminary Injunction

Appearance required. This matter was set by the Court at a hearing for an ex parte application for a temporary restraining order on the same facts. Despite the request for an ex parte hearing, there were no appearances. The Court ordered that Plaintiff was to serve Defendant with notice of this hearing date pursuant to Code of Civil Procedure section 1005, the motion for preliminary injunction having already been filed. No proof of service has been filed with the Court.

26CV-00002 Petition of: Tomari Sisco

Order Show Cause Re: Name Change

Appearance required.

26CV-00088 Petition of: Mayra Cruz

Order Show Cause Re: Name Change

Appearance required.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MERCED

Limited Civil
Commissioner David Foster
Courtroom 9

627 W. 21st Street, Merced

Thursday, February 26, 2026
10:00 a.m.

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Case No.	Title / Description
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25CV-00506	Bank of America, N.A. vs. Jessica Flores-Galvan
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Order to Show Cause Why Monetary Sanctions Should Not Be Imposed Against Plaintiff's Counsel for Failure to Appear

Appearance required to address why Plaintiff's counsel failed to appear at the case management conference on December 12, 2025.

Case Management Conference

Appearance required.

25CV-00682	Bank of America, N.A. vs. Jessica Flores-Galvan
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Order to Show Cause Why Monetary Sanctions Should Not Be Imposed Against Plaintiff's Counsel for Failure to Appear

Appearance required to address why Plaintiff's counsel failed to appear at the case management conference on December 12, 2025.

Case Management Conference

Appearance required.

25CV-01634 TD Bank USA, N.A. vs. Elizabeth Fedora

Order to Show Cause Why Monetary Sanctions Should Not Be Imposed Against Plaintiff's Counsel for Failure to Appear

Appearance required to address why Plaintiff's counsel failed to appear at the case management conference on December 12, 2025, and failed to file a case management conference statement prior to that date.

Case Management Conference

Appearance required.

25CV-01759 Melanie Oates vs. Nicole Ballou

Citation on Civil Bench Warrant

Appearance required.

25CV-02695 Wells Fargo Bank, NA vs. Maria Reyes

Review Hearing – Status of Settlement

DROPPED from calendar. Plaintiff filed a notice of conditional settlement on January 16, 2026. The Court sets an Order to Show Cause re: Dismissal – Notice of Settlement for Thursday, July 9, 2026, at 10:00 a.m. in Courtroom 9 and directs the clerk's office to provide notice.

25CV-06977 Merced School Employees FCU vs. Angelina Cruz

Motion to Vacate Judgment (Small Claims)

Plaintiff's unopposed motion to vacate the small claims judgment entered on February 3, 2026, is GRANTED and the case dismissed without prejudice.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MERCED

Restraining Orders
Hon. Jennifer Trimble
Courtroom 12

627 W. 21st Street, Merced

Thursday, February 26, 2026
11:00 a.m.

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Case No. Title / Description

24CV-00188 Esmeralda Garcia vs. Gabriela Arias

Request to Terminate Civil Restraining Order

Appearance required.

26CV-00233 Cinthia Munoz vs. Bryon Watkins

Order to Show Cause Re: Restraining Order

Appearance required.
