PLACER COUNTY SUPERIOR COURT
THURSDAY, CIVIL LAW AND MOTION
DEPARTMENT 3
THE HONORABLE MICHAEL W. JONES
TENTATIVE RULINGS FOR NOVEMBER 19, 2026, AT 8:30 A.M.

These are the tentative rulings for the **THURSDAY, NOVEMBER 19, 2026, at 8:30 A.M.**, civil law and motion calendar. The tentative ruling will be the court's final ruling unless notice of appearance and request for oral argument are given to all parties and the court by **4:00 p.m., WEDNESDAY, NOVEMBER 18, 2026**. Notice of request for argument to the court must be made by calling (916) 408-6481. Requests for oral argument made by any other method will not be accepted. Prevailing parties are required to submit orders after hearing to the court within 10 court days of the scheduled hearing date and approval as to form by opposing counsel. Court reporters are not provided by the court. Parties may provide a court reporter at their own expense.

NOTE: REMOTE APPEARANCES ARE STRONGLY ENCOURAGED FOR CIVIL LAW AND MOTION MATTERS. (PLACER COURT LOCAL RULE 10.24.) More information is available at the court's website: www.placer.courts.ca.gov.

Except as otherwise noted, these tentative rulings are issued by **THE HONORABLE MICHAEL W. JONES**. If oral argument is requested, it shall be heard at **8:30 a.m.** in **DEPARTMENT 3** located at the Historic Auburn Courthouse, 101 Maple Street, Auburn, California.

1. M-CV-0094880 CAMPBELL WASHBURN v. FLYING J RANCH

Defendants' Demurrer to Plaintiff's Complaint

Preliminary Matters

Plaintiff's request for judicial notice is granted.

Ruling on Demurrer

Defendants demur to the entirety of plaintiff's complaint on the grounds the complaint does not allege facts sufficient to state the first cause of action for breach of contract and second cause of action for open book account. A demurrer tests the legal sufficiency of the pleading, not the truth of the plaintiff's allegations or accuracy of the described conduct. (*Bader v. Anderson* (2009) 179 Cal.App.4th 775, 787.) The allegations in the pleading are deemed to be true no matter how improbable the allegations may seem. (*Del E. Webb Corp. v. Structural Materials*

Co. (1981) 123 Cal.App.3d 593, 604.) However, "[i]f the allegations in the complaint conflict with the exhibits, we rely on and accept as true the contents of the exhibits." (*SC Manufactured Homes, Inc. v. Liebert* (2008) 162 Cal.App.4th 68, 83.) The court, however, does not accept the truth of contentions, deductions, or conclusions of law. (*Genesis Environment Services v. San Joaquin Valley Unified Air Pollution Control District* (2003) 113 Cal.App.4th 597, 603.)

Here, when taking the factual allegations in the complaint as true, plaintiff does not allege facts sufficient to state either cause of action because there are insufficient allegations about whether the agreements were written, oral, or implied. (Code Civ. Proc., § 430.10, subd. (g).)

Accordingly, the demurrer is sustained as to both causes of action with leave to amend. Plaintiff shall file and serve an amended complaint on or before **November 30, 2026.**

2. S-CV-0051371 ENGINEER, CASH v. ASHBY, KAITLYN

Petition for Approval of Minor's Compromise Claim (Cash Engineer)

The petition for approval of minor's compromise claim is granted. After careful consideration of the petition and attachments, the court finds the settlement is in the best interest of the minor. (Prob. Code, § 3500; Code Civ. Proc., § 372; *Pearson v. Superior Court* (2012) 202 Cal.App.4th 1333, 1337-38.)

Petition for Approval of Minor's Compromise Claim (Elijah Chun)

The petition for approval of minor's compromise claim is granted. After careful consideration of the petition and attachments, the court finds the settlement is in the best interest of the minor. (Prob. Code, § 3500; Code Civ. Proc., § 372; *Pearson v. Superior Court* (2012) 202 Cal.App.4th 1333, 1337-38.)

Petition for Approval of Minor's Compromise Claim (Leona Chun)

The petition for approval of minor's compromise claim is granted. After careful consideration of the petition and attachments, the court finds the settlement is in the best interest of the minor. (Prob. Code, § 3500; Code Civ. Proc., § 372; *Pearson v. Superior Court* (2012) 202 Cal.App.4th 1333, 1337-38.)

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Petition for Approval of Minor's Compromise Claim (Riley Chun)

The petition for approval of minor's compromise claim is granted. After careful consideration of the petition and attachments, the court finds the settlement is in the best interest of the minor. (Prob. Code, § 3500; Code Civ. Proc., § 372; *Pearson v. Superior Court* (2012) 202 Cal.App.4th 1333, 1337-38.)

3. S-CV-0053910 SPENCER, JEFFREY v. HYUNDAI MOTOR AMERICA

The 8 motions to compel discovery are dropped from calendar as no moving papers were filed with the court.

4. S-CV-0054310 TRC COCOA v. EAST BAY LOGISTICS

At the direction of the Presiding Judge, the motion for leave to file cross-complaint is continued to **Friday, January 15, 2027, at 8:30 a.m. in Department 1** to be heard by the **Honorable Christine S. Dehr.**

5. S-CV-0055413 MANIKAS, JOHN v. RYAN, DONALD

Cross-Defendants John Manikas and Peter Saetes's Demurrer to the First Amended Cross-Complaint of Donald Ryan

Preliminary Matters

Both parties' requests for judicial notice are granted as to the existence of the documents but not the truth of the matters therein.

Ruling on Demurrer

Cross-defendants demur to the entirety of cross-complainant's first amended cross-complaint ("FAXC") on the grounds the FAXC does not allege facts sufficient to state the first cause of action for breach of promissory note/breach of contract; second cause of action for money lent—common count; third cause of action for account stated—common count; fourth cause of action for restitution in the alternative; fifth cause of action for judicial declaration of default and power of sale; and sixth cause of action for judicial foreclosure. A demurrer tests the legal sufficiency of the pleading, not the truth of the plaintiff's allegations or accuracy of the described conduct. (*Bader v. Anderson* (2009) 179 Cal.App.4th 775, 787.) The allegations in the pleading are deemed to be true no matter how improbable the

allegations may seem. (*Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.) However, "[i]f the allegations in the complaint conflict with the exhibits, we rely on and accept as true the contents of the exhibits." (*SC Manufactured Homes, Inc. v. Liebert* (2008) 162 Cal.App.4th 68, 83.) The court, however, does not accept the truth of contentions, deductions, or conclusions of law. (*Genesis Environment Services v. San Joaquin Valley Unified Air Pollution Control District* (2003) 113 Cal.App.4th 597, 603.)

Each of cross-complainant's causes of action arise from cross-defendants' alleged breach of the Global Note, Village Tacino Note, Personal Loans, and the Gerber Settlement Agreement. A breach of contract cause of action has a four-year statute of limitations. (Code Civ. Proc., § 337.)

Here, when taking the factual allegations in the FAXC as true, cross-complainant does not allege facts sufficient to state any of the causes of action as they are barred by the applicable statute of limitations without sufficient allegations of tolling or do not apply to cross-defendants personally as presently alleged.

In sum, the demurrer is sustained with leave to amend as to all causes of action. Cross-complainant shall file and serve an amended complaint on or before **November 30, 2026.**

6. S-CV-0058111 BETTS, SUNSHINE v. HYUNDAI MOTOR AMERICA

Defendant's Motion to Compel Binding Arbitration

Preliminary Matters

Defendant's request for judicial notice is granted.

Ruling on Motion

Defendant moves to compel arbitration of plaintiff's complaint.

A request to compel arbitration under the FAA may be brought in state court. (*Southland Corp. v. Keating* (1984) 465 U.S. 1, 16; *Main v. Merrill Lynch, Pierce, Fenner & Smith, Inc.* (1977) 67 Cal.App.3d 19, 24, disapproved of on other grounds in *Rosenthal v. Great Western Financial Securities Corp.* (1996) 14 Cal.4th 394.) The arbitration statutes evidence a strong public policy in favor of arbitration that is frequently approved and enforced by the courts. (*Madden v. Kaiser Foundation*

Hospitals (1976) 17 Cal.3d 699, 706; *Laswell v. AG Seal Beach, LLC* (2010) 189 Cal.App.4th 1399, 1405.) The FAA governs a contractual arbitration where there is a written contract involving interstate or foreign commerce or maritime transactions. (9 U.S.C. §§1, 2.) Where the parties incorporate the FAA into the agreement, the FAA governs a party's request to compel arbitration. (*Victrola 89, LLC v. Jaman Properties 8 LLC* (2020) 46 Cal.App.5th 337, 346.) A threshold question for any motion to compel arbitration is whether an agreement to arbitrate exists between the parties. (*Cruise v. Kroger Co.* (2015) 233 Cal.App.4th 390, 396.) Defendant carries this initial burden of proving, by a preponderance of the evidence, the existence of a valid arbitration agreement. (*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 972.) "'[A] party cannot be required to submit to arbitration any dispute which he has not agreed so to submit.'" (*AT&T Technologies v. Communications Workers* (1986) 475 U.S. 643, 648; *see Cronus Investments, Inc. v. Concierge Svcs.* (2005) 35 Cal.4th 376, 384–85.)

Defendant contends there are two distinct arbitration provisions between the parties to compel arbitration: (1) the Owner's Handbook and (2) the Bluelink Connected Services Agreement ("Bluelink").
First, defendant does not meet its initial burden that an agreement to arbitrate exists with respect to the Owner's Handbook because Ali Ameripour as counsel of record cannot properly introduce the Owner's Handbook. Moreover, there is insufficient evidence that the Owner's Handbook accompanied the vehicle or that plaintiff knew of the Owner's Handbook. Additionally, the California Supreme Court case found that a manufacturer's warranties that accompany a vehicle at the time of sale does not permit the manufacturer as a third party to enforce the arbitration provision. (*Ford Motor Warranty Cases* (2025) 17 Cal.5th 1122, 1126.)

Defendant thereafter provides evidence that plaintiff enrolled their vehicle in Bluelink—which is a smart-car system—through the Dealer-Assisted Enrollment process as another basis to compel arbitration. (Rao Decl., ¶¶ 4–6.) Defendant establishes that for individuals to enroll with Bluelink, they must accept the terms and conditions by clicking a checkbox, and that the terms and conditions include an arbitration provision. (*Ibid*.) However, defendant does not provide any authority that would support an order compelling arbitration when the arbitration provision comes out of a smart-car system agreement when plaintiff's claims are for defects to the vehicle itself and not the smart-car system.

Accordingly, defendant's motion to compel arbitration and stay action is denied.

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7. S-CV-0058150 IN RE THE MATTER OF TINNEY, MADELYN

Petition for Approval of Minor's Compromise Claim

The petition for approval of minor's compromise claim is denied without prejudice. Petitioner seeks to recoup $60,670.12 from the settlement due to her loss of income while caring for the minor and selling and purchasing a new home. The court again finds this is not in the best interest of the minor.

8. S-CV-0058240 GREY, ASHLY v. BRILLIANT EARTH

Defendant's Motion to Compel Arbitration and Dismiss or Stay Action

Defendant moves to compel plaintiff to arbitration.

A request to compel arbitration under the FAA may be brought in state court. (*Southland Corp. v. Keating* (1984) 465 U.S. 1, 16; *Main v. Merrill Lynch, Pierce, Fenner & Smith, Inc.* (1977) 67 Cal.App.3d 19, 24, disapproved of on other grounds in *Rosenthal v. Great Western Financial Securities Corp.* (1996) 14 Cal.4th 394.) The arbitration statutes evidence a strong public policy in favor of arbitration that is frequently approved and enforced by the courts. (*Madden v. Kaiser Foundation Hospitals* (1976) 17 Cal.3d 699, 706; *Laswell v. AG Seal Beach, LLC* (2010) 189 Cal.App.4th 1399, 1405.) The FAA governs a contractual arbitration where there is a written contract involving interstate or foreign commerce or maritime transactions. (9 U.S.C. §§1, 2.) Where the parties incorporate the FAA into the agreement, the FAA governs a party's request to compel arbitration. (*Victrola 89, LLC v. Jaman Properties 8 LLC* (2020) 46 Cal.App.5th 337, 346.)

A threshold question for any motion to compel arbitration is whether an agreement to arbitrate exists between the parties. (*Cruise v. Kroger Co.* (2015) 233 Cal.App.4th 390, 396.) Defendant carries this initial burden of proving, by a preponderance of the evidence, the existence of a valid arbitration agreement. (*Engalla v. Permanente Medical Group, Inc.* (1997) 15 Cal.4th 951, 972.) A party opposing a motion to compel arbitration then "bears the burden of proving by a preponderance of the evidence any fact necessary to its defense" including evidence challenging the acceptance of the agreement. (*Ruiz v. Moss Bros. Auto Group, Inc.* (2014) 232 Cal.App.4th 836, 842; *Gamboa v. Northeast Community Clinic* (2021) 72 Cal.App.5th 158, 165.) If the opposing party meets its burden of production, then the moving party must establish with admissible evidence a valid arbitration agreement. (*Gamboa v. Northeast Community Clinic* (2021) 72 Cal.App.5th 158, 165–66.) "'[A]

party cannot be required to submit to arbitration any dispute which he has not agreed so to submit.'" (*AT&T Technologies v. Communications Workers* (1986) 475 U.S. 643, 648; *see Cronus Investments, Inc. v. Concierge Svcs.* (2005) 35 Cal.4th 376, 384–85.)

Defendant meets its initial burden that an agreement to arbitrate exists between plaintiff and defendant that involves interstate commerce. As such, the burden shifts to plaintiff.

Plaintiff contends the arbitration agreement is invalid and unenforceable because the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 ("EFAA") exemption to the FAA applies.

The EFAA provides "Notwithstanding any other provision of this title, at the election of the person alleging conduct constituting a sexual harassment dispute or sexual assault dispute . . . no predispute arbitration agreement . . . shall be valid or enforceable with respect to a case which is filed under Federal, Tribal, or State law and relates to the sexual assault dispute or the sexual harassment dispute." (9 U.S.C. § 402, subd. (a).) It further explains "The term 'sexual harassment dispute' means a dispute relating to conduct that is alleged to constitute sexual harassment under applicable Federal, Tribal, or State law." (*Id.* at § 401, subd. (4).) "The applicability of this chapter to an agreement to arbitrate and the validity and enforceability of an agreement to which this chapter applies shall be determined by a court, rather than an arbitrator . . . ." (9 U.S.C. § 402, subd. (b).)

Plaintiff contends the state law violation applicable here is the California Fair Employment and Housing Act ("FEHA"). Specifically, FEHA prohibits "an employer . . . because of . . . sex . . . to harass an employee. . . ." (Gov. Code, § 12940, subd. (j)(1).) The statute clarifies that "harassment because of sex includes . . . harassment based on pregnancy." (*Id.* at subd. (j)(4)(C).)

"To prevail on a claim of hostile work environment sexual harassment, an employee must demonstrate that he or she was subjected to sexual advances, conduct, or comments that were (1) unwelcome, (2) because of sex, and (3) sufficiently severe or pervasive to alter the conditions of his or her employment and create an abusive work environment." (*Holmes v. Petrovich Development Co., LLC* (2011) 191 Cal.App.4th 1047, 1059.) Courts must look at the totality of the circumstances, including "the frequency of the discriminatory conduct; its severity; whether it is physically threatening or humiliating, or a mere offensive utterance; and whether it

unreasonably interferes with an employee's work performance." (*Ibid.*) The offending conduct must be both objectively and subjectively offensive. (*Ibid.*)

Courts liberally construe the facts alleged in the complaint in plaintiff's favor, accept them as true, and draw reasonable inferences in plaintiff's favor when analyzing whether a sexual harassment dispute is alleged to determine if the EFAA exception applies. (*Decloedt v. Radnet Management, Inc.* (2026) 121 Cal.App.5th 732, 745.)

Here, plaintiff adequately alleges a sexual harassment dispute stemming from defendant's harassment of her based on her pregnancy. Accordingly, the EFAA exception applies and plaintiff meets her burden to raise a defense to the validity and enforceability of the arbitration agreement. Defendant does not thereafter meet its burden to establish a valid arbitration agreement.

Accordingly, defendant's motion is denied. Defendant shall file a responsive pleading on or before **November 30, 2026.**

9. S-CV-0058621 IN RE THE PETITION OF WESTMORELAND, SHERYL

Petition for Approval of Minor's Compromise Claim (Saxon Roddy)

The petition for approval of minor's compromise claim is denied without prejudice. The petition does not include a declaration from counsel that attests to the reasonableness of their attorney's fees. (Cal. Rules of Court, rule 7.955.) Therefore, the court is unable to determine the compromise is in the minor's best interest.