

Tentative Rulings for January 30, 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.

---

(Tentative Rulings begin at the next page)

# **Tentative Rulings for Department 502**

Begin at the next page

(03)

**Tentative Ruling**

Re: **Richard Gunner v. Raju Verma**  
Superior Court Case No. 23CECG02015

Hearing Date: January 30, 2025 (Dept. 502)

Motion: Plaintiffs' Motion to Enter Judgment Pursuant to CCP § 664.6

**Tentative Ruling:**

To deny plaintiffs' motion to enter a judgment pursuant to Code of Civil Procedure section 664.6, without prejudice.

**Explanation:**

Under Code of Civil Procedure section 664.6, "If parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement."

"If the court determines that the parties entered into an enforceable settlement, it should grant the motion and enter a formal judgment pursuant to the terms of the settlement. The statute expressly provides for the court to 'enter judgment pursuant to the terms of the settlement.'" (*Hines v. Lukes* (2008) 167 Cal.App.4th 1174, 1182-1883, internal citations omitted.)

In the present case, there is no dispute that the parties entered into a valid written settlement agreement. The parties executed the stipulated settlement on June 6, 2024. (Exhibit B to Plaintiffs' Request for Judicial Notice. The court intends to take judicial notice of the settlement agreement as a court record.) The settlement agreement requires defendant to perform various tasks on or before September 1, 2024, including submitting completed plans to plaintiffs for the underground electrical and sidewalk work required by the City of Fresno to complete the project, providing signed final contracts for the undergrounding and sidewalk work, and depositing 150% of the total cost of the contracts into escrow, less any sums paid by defendant toward contract costs. The settlement agreement also provides for an award of reasonable attorney's fees and costs to plaintiffs as well as liquidated damages of \$3,000 per day from the date of breach if defendant breaches its terms.

Plaintiffs claim that defendant has failed to perform these duties under the settlement agreement, and therefore the court should enter a judgment against defendant that would (1) find that the settlement agreement is valid and binding, (2) enjoin defendant from connecting electrical to his hotel before completing the underground electrical work, (2) enjoin defendant from obtaining a certificate of occupancy for the hotel before all requirements of the Conditions of Approval and

Subdivision Agreement, including the underground and sidewalk work, have been completed, and (3) awarding interim attorney's fees of \$31,996.40 to plaintiffs. In addition, plaintiffs request that the court expressly retain jurisdiction over the matter to enforce the terms of the settlement and ensure defendant's compliance with it.

However, it would be premature to grant a judgment pursuant to the settlement at this time, as plaintiffs concede that the requested judgment would not resolve the entire case and would leave substantial issues unresolved, including liquidated damages and attorney's fees. Plaintiffs admit that they will need to revisit the matter later to resolve the questions of how much in liquidated damages defendant owes and what the final award of attorney's fees should be.

Yet, under the "one judgment rule", the court should not enter multiple judgments in the case. "'There can be but one final judgment in an action, and that is one which in effect ends the suit in the court in which it is entered, and finally determines the rights on the parties in relation to the matter in controversy.' A judgment is final 'when it terminates the litigation between the parties on the merits of the case and leaves nothing to be done but to enforce by execution what has been determined.'" (*Maier Brewing Co. v. Pacific Nat. Fire Ins. Co.* (1961) 194 Cal.App.2d 494, 497, citations omitted.) "'The theory is that piecemeal disposition and multiple appeals in a single action would be oppressive and costly, and that a review of intermediate rulings should await the final disposition of the case.'" (*Id.* at pp. 497–498, citations omitted.)

Here, plaintiffs are in effect seeking to enter multiple judgments in the case, with the first judgment only imposing interim relief like injunctions and interim attorney's fees, while the later judgment will grant further relief including liquidated damages, further attorney's fees, and possibly other relief as well. Granting two (or perhaps even more) judgments in the action would be improper and oppressive. Thus, the court will not grant the requested judgment at this time.

Also, to the extent that plaintiffs contend that defendant has violated the settlement agreement by failing to perform all of the required conditions by September 1, 2024, defendant has contended that plaintiffs have been hindering his ability to perform all of the settlement's terms by refusing to approve contracts and imposing additional conditions that are not required under the settlement. Defendant also contends that he has performed many of the requirements of the settlement, including providing draft agreements to do the required underground wiring and sidewalk work, as well as depositing about \$500,000 in to an escrow account. Defendant claims that he is attempting to perform his part of the settlement in good faith, and that plaintiffs are the ones violating the settlement terms. Thus, it is not clear that defendant has actually violated the settlement. As a result, the court will not enter a judgment based on the settlement agreement at this time, and instead intends to deny the motion without prejudice.

