Tentative Rulings for March 25, 2025
Department 501

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 501

Begin at the next page

(35)

Tentative Ruling

Re: ***Rogers v. Biddy***
Superior Court Case No. 24CECG03597

Hearing Date: March 25, 2025 (Dept. 501)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To grant. Proposed Orders to be signed. No appearances necessary.

To set a status conference for Tuesday, September 23, 2025, at 3:30 p.m. in Department 501, for confirmation of deposit of the funds into a blocked account. If Petitioner files the Acknowledgment of Receipt of Order and Funds for Deposit in Blocked Account (MC-356), at least five court days before the hearing, the status conference will come off calendar.

If oral argument is timely requested, such argument will be entertained on Thursday, March 27, 2025, at 3:30 p.m. in Department 501.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DTT on 3/21/2025.
(Judge's initials) (Date)

(27)

Tentative Ruling

Re: ***Oracle Anesthesia, Inc. v. Central Valley Advanced Nursing Practice, Inc.***
Superior Court Case No. 22CECG02097

Hearing Date: March 25, 2025 (Dept. 501)

Motion(s): (1) by Plaintiffs for Summary Adjudication, or, alternatively, Summary Judgment

(2) by Defendant Central Valley Anesthesia Partners for Judgment on the Pleadings

Tentative Ruling:

To deny both motions. The objections were not material to disposition of the motion for summary adjudication. (Code Civ. Proc., § 437c, subd. (q).)

If oral argument is timely requested, such argument will be entertained on Thursday, March 27, 2025, at 3:30 p.m. in Department 501.

Explanation:

A motion for summary judgment is generally directed toward an entire action or pleading. (Code of Civ. Proc., §437c, subd. (a).) By comparison "[a] party may move for summary adjudication as to one or more causes of action within an action …." (§ 437c, subd. (f)(1).)

Summary adjudication of a cause of action in favor of a plaintiff is proper where the plaintiff establishes it is entitled to judgment on the cause of action. (Code Civ. Proc., § 437c, subds. (f), (p); *Taswell v. Regents of University of California* (2018) 23 Cal.App.5th 343, 350.) If the plaintiff meets its burden to prove each element of the cause of action, the burden shifts to the defendant to demonstrate a triable issue of fact exists. (Code Civ. Proc., § 437c, subd. (p)(1).) In other words, "[a] motion for summary adjudication shall be granted only if it completely disposes of a cause of action …." (Code of Civ. Proc., § 437c subd. (f)(1); see also *Catalano v. Superior Court* (2000) 82 Cal.App.4th 91, 97 [piecemeal adjudication prohibited.].)

In addition, "[s]ummary adjudication is a severe remedy and should be used with caution ...." (*Everett v. Superior Court* (2002) 104 Cal.App.4th 388, 392.) Any doubts as to whether a triable issue of material fact exist are to be resolved in favor of the party opposing summary judgment/adjudication. (*Barber v. Marina Sailing, Inc.* (1995) 36 Cal.App.4th 558, 562; see also *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 900 ["Summary adjudication is a drastic remedy and any doubts about the propriety of summary adjudication must be resolved in favor of the party opposing the motion."].) Accordingly, in determining a motion for summary judgment or adjudication, "'we view the evidence in the light most favorable to plaintiffs'" and "'liberally construe plaintiffs' evidentiary submissions and strictly scrutinize

defendant['s] own evidence ….'" (*McDonald v. Antelope Valley Community College Dist.* (2008) 45 Cal.4th 88, 96-97, citations omitted.)

Plaintiffs and cross-defendants Oracle Anesthesia, Inc., and John Juve ("Plaintiffs" or "Oracle" or "Juve") move for summary adjudication, in a single points of authorities, of six issues applied to the third, eighth and ninth causes of action in the Complaint and the first thru ninth causes of action in the Second Amended Cross-Complaint. Plaintiffs have filed two replies formatted around defendants Central Valley Anesthesia Partners ("CVAP") (ownership and legal fees indemnity claims) and Simranjit Bassi ("Bassi") and Casey Elison ("Elison") (interference claims).

The Second Amended Cross-Complaint has been dismissed, thus the motion, as it relates to that pleading, is moot. In all other respects, for the reasons stated below, the motion is denied.

Third and Ninth Causes of Action (Declaratory Relief and Breach of Indemnity Agreement)

Plaintiffs insist that Oracle remains a 20% owner of CVAP and seek a declaratory judgment to that effect, and, in addition, that as an owner, Oracle remains entitled to repayment of $36,929,79 in legal fees under the CVAP's indemnity provision. Despite plaintiffs' insistence that CVAP's Executive Committee voted to retain Oracle on April 6, 2022 (Points & Auth. at p. 4:1), defendants have produced evidence that on April 10 the Executive Committee ultimately voted to remove Juve as a partner. (See CVAP, DMF 85; see also Complaint, ¶["CVAP Partners voted in favor of removal of Oracle"].) Defendants produce evidence that this decision was prompted by Juve's billing practices which the Executive Committee viewed as contrary to CVAP's partnership bylaws. (See *Id*. DMF 41-47, 77.) Furthermore, these bylaws were not technical or idle. Rather, there is evidence they were required by the hospital to ensure adequate staffing in 27 operating rooms (*Id*. DMF 25, 27), requirements which Juve would have been privy to during his contract signing with Community Health Partners. (Mov. Points & Auth. at 2:9-10.)

Similarly, the vote to remove Oracle as a partner appears to terminate Oracle's status as an "individual shareholder[] provid[ing] professional anesthesia services on behalf of CVAP." (AF No. 116.) In other words, to the extent the Third Party Lawsuit was an indemnifiable event (CVAP reasonably questions whether the separate lawsuit arose from business judgment (Opp. at 18:1-13)), once Oracle was removed, by the unambiguous definitions of the partnership agreement, it was no longer entitled to indemnification of legal fees sufficient for summary adjudication.

Despite the emphasis on the modifier "wrongful" (CVAP Reply, at p. 3 fn. 2), the distinction of capital accounts (*Id*. at 5:1-22), and reliance on the absence of limitation language (*Id*. at 7:23), the contentions raised in the reply brief only tend to demonstrate, rather than negate, the existence of factual disputes preventing summary adjudication.

Eighth Cause of Action (Intentional Interference of Prospective Economic Relations)

The tort of intentional interference with a professional economic advantage requires " ' "(1) an economic relationship between the plaintiff and some third party, with the probability of future economic benefit to the plaintiff; (2) the defendant's knowledge of the relationship; (3) intentional acts on the part of the defendant designed to disrupt the relationship; (4) actual disruption of the relationship; and (5) economic harm to the plaintiff proximately caused by the acts of the defendant."'" (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1153.)

Plaintiffs contend Bassi's and Ellison's statements to potential employers were false and thus intentional (*i.e*. wrongful, see *Sybersound Records, Inc. v. UAV Corp*. (9th Cir. 2008) 517 F.3d 1137, 1151) because "[a]ll Defendants thus experienced ZERO financial loss, cannot identify within any particularity any loss each alleges, and were actually paid in excess of the Partnership Agreement terms." (Reply [Bassi], at p. 5:10.) However, simply concluding that Bassi and Ellison did not suffer a net income loss does not render their statements substantively false (*Gantry Constr. Co. v. American Pipe & Constr. Co*. (1975) 49 Cal.App.3d 186, 194), especially considering defendants' evidence that Juve admitted to working at two separate facilities at the same time. (Reply Undisputed Material Facts ("UMF") Nos. 55-56.) Although plaintiffs vehemently dispute the "double-dipping" characterization of such a practice, and suddenly insist Juve was only apologizing for "tension," the admission of dual charging amidst disputed industry standards (UMF No. 57) and partnership requirements (*Id*. No. 45) do not, as a matter of law, prove falsity. Without satisfying the intentionality element, plaintiffs motion for summary adjudication of the eighth cause of action cannot be granted. (437c, subd. (f)(1).)

CVAP's Motion for Judgment on the Pleadings

"A motion for judgment on the pleadings performs the same function as a general demurrer, and hence attacks only defects disclosed on the face of the pleadings or by matters that can be judicially noticed." (*Cloud v. Northrop Grumman Corp.* (1998) 67 Cal.App.4th 995, 999; see also *Templo v. State of Calif*. (2018) 24 Cal.App.5th 730, 735 [" 'motion for judgment on the pleadings is equivalent to a demurrer'"].)

CVAP reduces plaintiffs' breach of contract causes of action to whether a sufficient quorum had voted for removal. (Mot. Points & Auth. at 10:14-26.) Although that vote is a large part of the overall dispute, it nevertheless invokes interpretations and factual matters far beyond the scope of demurrer. (See *Gruenberg v. Aetna Ins. Co.* (1973) 9 Cal.3d 566, 572 [In examining a complaint for legal sufficiency, " 'we are not

concerned with plaintiff's possible inability or difficulty in proving the allegations …."].) Accordingly, the motion for judgment on the pleadings is denied.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DTT on 3/21/2025.
(Judge's initials) (Date)