

Tentative Rulings for April 22, 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.

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Tentative Ruling

Re: ***In Re: Imidacloprid Cases***
Superior Court Case No. 22JCCP05241

Hearing Date: April 22, 2025 (Dept. 502)

Motion: Demurrers by Horizon Growers Cooperative, Inc., Horizon Nut, LLC, Joel Perkins to:

(1) the First Amended Cross-Complaint filed on November 13, 2024, by Bayer Cropscience LP ("Bayer") and Albaugh, LLC (re the claim by plaintiff AMA Pistachio Development, Inc.);

(2) the First Amended Cross-Complaint filed on November 13, 2024, by Bayer (re the claim by plaintiffs Coleman Land Co., LLC; Gowens Ranch; Double G Farms; Michael Gagnani Farms; Double J Farms; Calico Farms; Coit Farms; Adams Ranch JV; Schmiederer Family Farms, LLC; B&D Walker Farms/Heidi Walker; James B. Walker Family LP; and Jackson Hole Farm);

(3) the First Amended Cross-Complaint filed on November 13, 2024, by Rotam North America, Inc. ("Rotam") (re the claim by plaintiff Little Creek, Inc.);

(4) the First Amended Cross-Complaint filed on November 13, 2024, by Albaugh (re the claim by plaintiff Don Headrick Pistachios); and

(5) the First Amended Cross-Complaint filed on November 13, 2024, by Albaugh (re the claim by plaintiff Pioneer Nursery, Inc.)

Tentative Ruling:

To overrule all demurrers. (Code Civ. Proc., § 430.10, subd. (e).) Horizon Growers Cooperative, Inc., Horizon Nut, LLC, Joel Perkins shall file their answers to the applicable cross-complaints within 10 days of service of the order by the clerk.

Explanation:

The above-referenced cross-complaints are all the same, though filed in relation to different plaintiffs' claims. Horizon Growers Cooperative, Inc., Horizon Nut, LLC, Joel Perkins (collectively, "Horizon parties") demur to each of the cross-complaints on the same grounds. These grounds for demurrer are the same as those raised by the Horizon parties in relation to the cross-complaints filed by Nutrien AG Solutions, Inc., Loveland Products, Inc., and Steve Mendonca (collectively, "Nutrien parties"). The court has repeatedly rejected all those arguments and grounds for demurrer. (See 8/6/2024 and 1/13/2025 Law and Motion Minute Orders.) It is unclear why Horizon parties expect a different result when making the same arguments against effectively the same cross-

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Tentative Ruling

Re: **Gurpreet Kaur v. Pritpal Singh**
Superior Court Case No. 19CECG04142

Hearing Date: April 22, 2025 (Dept. 502)

Motion: (1) By Defendant Pritpal Singh to Enforce Settlement
(2) By Intervener Crusader Insurance Company to Enforce Settlement

Tentative Ruling:

To deny the motions by each of defendant Pritpal Singh and intervener Crusader Insurance Company to enforce settlement.

Explanation:

Defendant Pritpal Singh and Intervener Crusader Insurance Company (together "Movants") seek to enforce a settlement entered with plaintiffs Gurpreet Kaur and Veer Singh Ghotra by and through his guardian ad litem Bikramjit Singh Sohal (collectively "Plaintiffs") under Code of Civil Procedure section 664.6.

Code of Civil Procedure section 664.6 provides as follows:

If parties to pending litigation stipulate, in a writing signed by the parties outside of 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. (Code Civ. Proc. § 664.6, subd. (a).)

Due to the summary nature of the statute authorizing judgment to enforce a settlement agreement, strict compliance with its requirements is prerequisite to invoking the power of the court to impose a settlement agreement. (*J.B.B. Investment Partners, Ltd. v. Fair* (2014) 232 Cal.App.4th 974, 984.)

Here, though litigation is pending, no evidence was submitted of a stipulation, in a writing signed by the parties, or orally before the court, for settlement of the case. Movants each rely on email exchanges, which Movants argue demonstrate an offer and acceptance. As above, due to the summary nature of the process, strict compliance with the conditions of Code of Civil Procedure section 664.6 must be observed, including a writing signed by the parties. Accordingly, in seeking to enforce a purported agreement between the parties to settle the matter, Movants fail their burden in failing to produce a writing signed by the parties. (See, e.g., Minh Decl., Ex. 9-11 [regarding the unexecuted written agreement].) The respective motions are denied.

