

Tentative Rulings for June 24, 2026 Department 7

**To request oral argument, you must notify Judicial Secretary
Molly Frabotta at (760) 904-5722
and inform all other counsel no later than 4:30 p.m.**

This court follows California Rules of Court, Rule 3.1308 (a) (1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law & motion matter are posted on the Internet by 3:00 p.m. on the court day immediately before the hearing at [Riverside Superior Court-Tentative Rulings](#). If you do not have Internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, no later than 4:30 p.m. on the court day before the hearing you must (1) notify the judicial secretary for Department 7 at (760) 904-5722 and (2) inform all other parties of the request and of their need to appear remotely, as stated below. If no request for oral argument is made by 4:30 p.m., the tentative ruling **will become the final ruling** on the matter effective the date of the hearing. **UNLESS OTHERWISE NOTED, THE PREVAILING PARTY IS TO GIVE NOTICE OF THE RULING.**

For information and instructions on remote appearances via **ZOOM**, visit the court's website at [Riverside Superior Court-Remote Appearances](#)

You may also make a Telephonic Appearance: On the day of the hearing, call into one of the below listed phone numbers, and input the meeting number (followed by #):

- Call-in Numbers: 1-833-568-8864 (Toll Free), 1-669-254-5252,
1-669-216-1590, 1-551-285-1373 or 1-646-828-7666
- Meeting Number: **161 766 6465**

Please **MUTE** your phone until your case is called and it is your turn to speak. It is important to note that you must call fifteen (15) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.

Riverside Superior Court provides official court reporters for hearings on law and motion matters only for litigants who have been granted fee waivers and only upon their timely request. (See General Administrative Order No. 2021-19-1) Other parties desiring a record of the hearing must retain a reporter pro tempore.

1.

CASE #	CASE NAME	HEARING NAME
CVRI2306971	GILLIAM VS HOMEOWNERS FIRST LLC	MOTION FOR ATTORNEYS FEES

Tentative Ruling: Defendant Homeowners First's Motion for Attorney's Fees is denied.

REQUEST FOR JUDICIAL NOTICE

Homeowners First asks the Court to take judicial notice of the deed of trust, recorded 1/4/07 and the assignments of the deed of trust, recorded 11/19/10 and 9/5/17. Judicial notice of recorded documents may be granted on "the fact of a document's recordation, the date the document was recorded and executed, the parties to the transaction reflected in a recorded document, and the document's legally operative language, assuming there is no genuine dispute regarding the document's authenticity." (*Poseidon Development, Inc. Woodland Lane Estates, LLC* (2007) 152 Cal.App.4th 1106, 1118 [judicial notice properly taken of the legal effect of assignment of deed of trust].) Accordingly, the request for judicial notice is granted.

C.C.P. § 916

Plaintiffs argue that because Gilliam appealed the order granting judgment on the pleadings against her, the Court should defer the hearing on the present motion for attorney's fees until after the appeal is decided pursuant to C.C.P. § 916.

C.C.P. § 916(a) states that "the perfecting of an appeal stays proceedings in the trial court upon the judgment or order appealed from or upon the matters embraced therein or affected thereby, including enforcement of the judgment or order, but the trial court may proceed upon any other matter embraced in the action and not affected by the judgment or order." However, the trial court "retains jurisdiction to entertain a motion for attorney fees despite an appeal[.]" (*Nazemi v. Tseng* (1992) 5 Cal.App.4th 1633.) "[T]he filing of a notice of appeal does not deprive the trial court of jurisdiction to award attorney fees and costs post trial...[A]n award of attorney fees as costs is a collateral matter which is embraced in the action but is not affected by the order from which an appeal is taken. [Citations.] Consequently, filing a notice of appeal does not stay any proceedings to determine the matter of costs and does not prevent the trial court from determining a proper award of attorney fees claimed as costs.' [Citation.]" (*Korchemny v. Piterman* (2021) 68 Cal.App.5th 1032, 1052.) Therefore, the Court retains jurisdiction to hear and rule on Homeowners First's motion for attorney's fees despite Plaintiffs' appeal.

TIMELINESS

Plaintiffs next argue that the motion is untimely because Homeowners First filed a notice of entry of the order granting its motion for judgment on the pleadings on September 8, 2025, and did not file the present motion until almost 8 months later.

Pursuant to CRC 3.1702, a party must file a motion for attorney's fees within the time for filing an appeal pursuant to CRC 8.104. CRC 8.104 provides that an appeal must be filed within 60 days of notice of entry of judgment or 180 days of the entry of judgment, whichever comes first. While Homeowners First did file a notice of the entry of the August 28, 2025, order in September 2025, it did not file a notice of entry of judgment at that time, and a notice of entry of an order is not the same thing as a notice of entry of judgment. Additionally, as pointed out by the appellate court in its January 30, 2026, order directing Gilliam to file a copy of the final judgment from which she is appealing, an order granting judgment on the pleadings is not an appealable order. (See, 1/30/26 Order from the 4th District Appellate Court.) Judgment was entered in this case on February 13, 2026. (See, 2/13/26 Judgment.) According to the Court's docket, no Notice of Entry of that Judgment has been filed. Therefore, the 180-day period set forth in CRC 8.104 started on February 13, 2026. As this motion was filed on May 22, 2026, well within 180 days, it is timely.

ATTORNEY'S FEES

Attorney fees are recoverable as costs pursuant to contract, statute, or law. (C.C.P. § 1033.5(a).) Civ. Code § 1717 controls the award of attorney fees where the action or cause of action is "on a contract." Specifically, Civ. Code § 1717 provides, in pertinent part, as follows:

In any action on a contract, where the contract specifically provides that attorney's fees and costs, which are incurred to enforce that contract, shall be awarded either to one of the parties or to the prevailing party, then the party who is determined to be the party prevailing on the contract, whether he or she is the party specified in the contract or not, shall be entitled to reasonable attorney's fees in addition to other costs.

(Civ. Code §1717(a).)

"California courts liberally construe the term 'on a contract' as used within section 1717. ... As long as the action 'involve[s] a contract it is 'on [the] contract' within the meaning of [s]ection 1717. ..." (*Blickman Turkus, LP v. MF Downtown Sunnyvale, LLC* (2008) 162 Cal.App.4th 858, 894 [internal citations and quotations are omitted].) "In determining whether an action is 'on the contract' under section 1717, the proper focus is not on the nature of the remedy, but on the basis of the cause of action." (*Kachlon v. Markowitz* (2008) 168 Cal.App.4th 316, 347; see generally *Luckey v. Sup. Ct.* (1930) 209 Cal. 360, 366 ["The subject matter of an action and the issues involved are determinable from the facts pleaded, rather than from the title or prayer for relief.].) "An action (or cause of action) is 'on a contract' for purposes of section 1717 if (1) the action (or cause of action) 'involves' an agreement, in the sense that the action (or cause of action) arises out of, is based upon, or relates to an agreement by seeking to define or interpret its terms or to determine or enforce a party's rights or duties under the agreement; and (2) the agreement contains an attorney fees clause." (*Douglas E. Barnhart, Inc. v. CMC Fabricators, Inc.* (2012) 211 Cal.App.4th 230, 242.)

Civ. Code § 1717 generally does not apply to tort claims; it determines which party, if any, is entitled to an award of fees on a contract claim only. (*Gil v. Mansano* (2004) 121 Cal.App.4th 739, 742.) However, it does not bar recovery of attorney's fees for noncontract claims as long as the attorney's fees clause is broad enough to encompass such noncontract claims. "[T]he parties to a contract are free to agree that one or more of them shall recover their attorney fees if they prevail on a tort or other noncontract claim," and in such a case "the right to recover those fees depends solely on the contractual language." (*Monster, LLC v. Sup. Ct.* (2017) 12 Cal.App.5th 1214, 1226 [quoting *Brown Bark III, L.P. v. Haver* (2013) 219 Cal.App.4th 809, 820].) With respect to tort claims, the question of whether to award attorney fees turns on: (1) the language of the contractual fee provision; (2) whether the party seeking fees has "prevailed" within the meaning of the provision; and (3) whether the claim is within the scope of the provision. (*Gil, supra*, 121 Cal.App.4th at 742-43.) Causes of action based on allegedly wrongful conduct that occurs during a foreclosure can be "on a contract" even though the causes of action asserted are tort claims, if the claims are based on obligations under the promissory note and/or deed of trust. *Yoon v. CAM IX Trust* (2021) 60 Cal.App.5th 388, 393. [court held that the "plaintiff's tort claims 'directly relate to enforcement of the note through foreclosure'" and where therefore "on a contract"].)

However, when a provision in a deed of trust states that a lender may recover attorney's fees incurred in enforcement, and those fees shall be added to the secured debt, such provision is not an attorney's fees under Civ. Code § 1717. (See, *Hart v. Clear Recon Corp.* (2018) 27 Cal.App.5th 322, 325; *Chacker v. JPMorgan Chase Bank, N.A.* (2018) 27 Cal.App.5th 351, 356-357.) The court in *Hart, supra*, stated:

Pursuant to the language quoted above, section 1717 applies only where a "contract specifically provides that attorney's fees ... shall be awarded" to one party or the prevailing party. We must consider whether paragraph 9 of the deed of trust specifically so provides. By its plain language, it does not. The paragraph allows the lender to take numerous actions, including incurring attorney's fees, to protect its interest. It then provides, in the language we emphasized above, that [a]ny amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument." *This is not a provision that attorney's fees "shall be awarded"; it is, instead, a provision that attorney's fees, like any other expenses the lender may incur to protect its interest, will be added to the secured debt.*

(*Hart, supra*, 27 Cal.App.5th at 327 [emphasis added].) The court in *Chacker, supra*, stated:

Where not authorized by statute, entitlement to attorney fees derives from the contractual terms chosen. Just as parties may limit or expand the circumstances under which attorney fees are awardable ..., they may also limit or expand how those attorney fees may be obtained. Here, the parties to the deed of trust agreed attorney fees incurred as described under section 9 would become additional debt secured by the deed of trust. They also agreed the lender could "charge" the borrower fees for services

performed in connection with the borrower's default, including attorney fees, under section 14. As we have explained, the trust deed is properly read (only) to permit attorney fees to be added to the borrower's promissory note obligation, and the terms of the trust deed itself are all the "authority" that is necessary under the circumstances.

(*Chacker, supra*, 27 Cal.App.5th at 357.)

Like the provisions in *Hart* and *Chacker*, the purported attorney's fees provision in the Deed of Trust at issue here states: "If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects the Lender's interest in the Property, then Lender, at Lender's option, upon notice to the Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest... *Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust...*" (RFJN, Ex. A.)

As stated in *Hart* and *Chacker*, this is not a provision pursuant to which attorney's fees are awarded as required for the recovery of attorney's fees pursuant to Civ. Code § 1717. (*Hart, supra*, 27 Cal.App.5th at 327; *Chacker, supra*, 27 Cal.App.5th at 357.)

2.

CASE #	CASE NAME	HEARING NAME
CVR12405296	MCCONNELL VS THE BANK OF NEW YORK MELLON.	MOTION TO COMPEL NONPARTY NON-DEFENDANT'S RESPONSE TO REQUEST FOR PRODUCTION, SET ONE

Tentative Ruling: Hearing continued to 8/4/26.

3.

CASE #	CASE NAME	HEARING NAME
CVR12600117	SMITH VS RIVERSIDE UNIFIED SCHOOL DISTRICT	HEARING ON ANTI-SLAPP MOTION (SPECIAL MOTION TO STRIKE)

Tentative Ruling: Defendant's UNOPPOSED Special Motion to Strike (Anti-SLAPP) pursuant to CCP §425.16 is granted. Plaintiff's Complaint is stricken in its entirety.

Defendant is awarded Attorney's Fees AGAINST Plaintiff in the amount of \$2,800 (8 hours at \$350/hour).

REQUESTS FOR JUDICIAL NOTICE

Court Grants Defendant's requests for judicial notice of three documents.

Defendant requests judicial notice of the School District Board Policy 1312.1 (“Complaints Concerning District Employees”). This constitutes an official act and record of a public entity (Evid. Code § 452(c) and is relevant to show Defendant’s official procedures for personnel investigations.

Defendant requests judicial notice of the Temporary Restraining Order dated 8/20/25 in the Riverside court and the resulting Restraining Order After Hearing. These are court records (Evid. Code § 452(d)) and are relevant to show causation in Plaintiff’s claims.

As a general rule, when a cause of action arises out of the furtherance of a defendant’s right of petition or free speech in connection with a public issue, it is subject to a special motion to strike. (Code Civ. Proc., § 425.16(b)(1).) An “act in furtherance of a person’s right of petition or free speech... includes any... written or oral statements made before a legislative, executive, judicial proceeding, or any other official proceeding authorized by law.” (Code Civ. Proc., § 425.16(e)(1).) Importantly, however, “[t]he anti-SLAPP statute does not insulate defendants from *any* liability for claims arising from the protected rights of petition or speech. It only provides a procedure for weeding out, at an early stage, *meritless* claims arising from protected activity.” (*Baral v. Schnitt* (2016) 1 Cal.5th 376, 384 [emphasis in the original].) Thus, courts use a two-step evaluation to determine whether an action is a SLAPP suit subject to a special motion to strike: (1) the plaintiff’s claim must arise out of the defendant’s protected speech or petitioning; *and* (2) the defendant’s claim lacks even minimal merit. (*Navellier v. Sletten* (2002) 29 Cal.4th 82, 89; *see also Bonni v. St. Joseph Health System* (2021) 11 Cal.5th 995, 1009-11.)

The moving party bears the initial burden of showing that the action falls within the class of suits subject to the special motion to strike. (*Wilcox v. Superior Court* (1994) 17 Cal.App.4th 809, 819.) To meet the initial burden, a defendant need only show that the complaint “*arises from*” defendant’s exercise of free speech or petition rights as defined in §425.16(e). (*Equilon Enterprises, LLC v. Consumer Cause, Inc.* (2002) 29 Cal.4th 53, 61.) The act which forms the basis for the plaintiff’s cause of action or claim must itself have been an act in furtherance of the right of petition or free speech. (*City of Cotati v. Cashman* (2002) 29 Cal.4th 69, 76-78.) C.C.P. § 425.16(e) defines what qualifies as an “act in furtherance of a person’s right of petition or free speech.” It includes: (1) statements made *before* official proceedings (legislative, executive, or judicial); (2) statements made *in connection* with issues being considered by such bodies; (3) statements made *in a public place or forum* about matters of public interest; and (4) any *other conduct* that furthers the exercise of free speech or petition rights on public issues.

Once the defendant makes a prima facie showing, the burden shifts to the plaintiff to establish a “probability” that it will prevail on whatever claims are asserted against the moving defendant. (Code Civ. Proc., § 425.16(b).) The plaintiff must demonstrate that the complaint is both legally sufficient and supported by a sufficient prima facie showing of facts to sustain a favorable judgment. (*Navellier v. Sletten, supra*, 29 Cal.4th at 89, 93.) The court does not weigh the credibility or comparative strength of the evidence but instead accepts as true all evidence favorable to the plaintiff. (*Soukup v. Law*

Offices of Herbert Hafif (2006) 39 Cal.App.4th 260, 291; *Overstock.com, Inc. v. Gradient Analytics, Inc.* (2007) 151 Cal.App.4th 688, 699-700.)

To prevail on their motion, Defendant must establish that Plaintiff's causes of action arise from their protected activity. "Arising from" means that the defendant's act underlying the plaintiff's causes of action must *itself* have been an act in furtherance of the right of petition or free speech. (*City of Cotati v. Cashman, supra*, 29 Cal.4th at 78.) In other words, "the critical consideration is whether the cause of action is *based on* the defendant's protected free speech or petitioning activity." (*Navellier v. Sletten, supra*, 29 Cal.4th at 89.) Where a cause of action alleges both protected and unprotected activity, the court does not look to the "gravamen" of the cause of action as a whole. (*Bonni v. St. Joseph Health System, supra*, 11 Cal.5th 995 at 1011, noting that the Supreme Court has rejected the "gravamen" approach directed to an entire cause of action.) Instead, the court must identify each specific "claim" of wrongdoing alleged within the cause of action and determine whether liability for that claim is based on protected or unprotected activity. (*Ibid.*, at 1011, "[t]he attempt to reduce a multifaceted cause of action into a singular 'essence' would predictably yield overinclusive and underinclusive results."])

Here, Plaintiff's complaint identifies Defendant's alleged communication and forwarding of Plaintiff's email (for the planned protest) to the subject employee.

Under C.C.P §425.16(e)(2), protected activity includes "any written or oral statement or writing made in connection with an issue under consideration or review by ... [an] official proceeding authorized by law." Statements or writings made in official proceedings or investigations by executive agencies or judicial bodies fall within the scope of the anti-SLAPP statute. (*Briggs v. Eden Council for Hope and Opportunity* (1999) 19 Cal.4th 1106, 1114.) A letter of citizen complaint against public employee conduct constitutes an "official proceeding authorized by law." (*Martin v. Kearney* (1975) 51 Cal.App.3d 309, 311.)

Here, Plaintiff e-mailed Defendant for a planned protest that concerns one of its employees. This triggered Defendant's response to "evaluate the allegations and determine whether further action or investigation is warranted." (Mesa Decl. ¶¶ 3-5; Board Policy 1312.1.) Robin Mesa, Defendant's Director of Classified Personnel, declares that Defendant's administrative protocols require personnel to review allegations and "communicate with relevant administrators, witnesses ... **and** the employee who is the subject of the complaint as necessary to evaluate the allegations." (Mesa Decl. ¶ 5.) Defendant's forwarding of Plaintiff's e-mail to the subject employee was therefore part of its formal investigation to "evaluate the allegations, obtain relevant information, and provide the subject employee an opportunity to respond as part of the District's review and response process." (*Id.*, ¶ 8.) Here, as the challenged communication and disclosure occurred within the Defendant's official administrative handling and investigation of a complaint against its employee, it constitutes a statement made in connection with an official proceeding. (C.C.P. 425.16(e)(2).) The claims therefore arise from protected activity. Defendant has met its burden.

The burden then shifts to Plaintiff to demonstrate a probability of prevailing on his claims. (Code Civ. Proc., § 425.16, subd. (b)(1).) The opposition must demonstrate that the complaint is both legally sufficient and supported by a sufficient prima facie showing of facts to sustain a favorable judgment. (*Premier Med. Mgmt. Systems, Inc. v. California Ins. Guar. Ass'n* (2006) 136 Cal.App.4th 464, 476.) Plaintiff failed to submit an opposition. Accordingly, Plaintiff failed to demonstrate a probability of prevailing.

Pursuant to Code of Civil Procedure § 425.16(c), a defendant who prevails on a special motion to strike is entitled to recover their attorney's fees and costs.

CASE #	CASE NAME	HEARING NAME
CVRI2600117	SMITH VS RIVERSIDE UNIFIED SCHOOL DISTRICT	DEMURRER AND MOTION TO STRIKE

Tentative Ruling: Hearing is vacated as moot.

4.

CASE #	CASE NAME	HEARING NAME
CVRI2600253	MALHOTRA VS RIVIAN AUTOMOTIVE, INC.	MOTION TO COMPEL ARBITRATION

Tentative Ruling: Defendant Rivian Automotive, Inc.'s Motion to Compel Arbitration is denied.

Defendant's request for judicial notice of Plaintiff's Complaint is granted.

WAIVER

Here, Defendant has filed an answer to the Complaint and asserted the arbitration clause as an affirmative defense. (See Answer filed March 26, 2026; First Amended Answer filed April 23, 2026.) A party desiring to pursue arbitration must exercise its right to arbitration by filing a petition under Code of Civil Procedure section 1281.2 or by raising the issue as an affirmative defense in its answer. (*Sargon Enters., Inc. v. Browne George Ross LLP* (2017) 15 Cal.App.5th 749, 767-768.) A delay in seeking enforcement of the arbitration agreement may constitute a waiver. (*Gunderson v. Superior Court* (1975) 46 Cal.App.3d 138, 144, disapproved on other grounds by *Doers v. Golden Gate Bridge etc. Dist.* (1979) 23 Cal.3d 180.) Nevertheless, the right to compel arbitration is not automatically waived. Here, Defendant has not waived its right to compel arbitration.

FEDERAL ARBITRATION ACT ("FAA")

Here, the question of whether FAA should apply is not subject to debate in this case. When the underlying agreement relied upon to compel arbitration evidences transactions involving commerce, as defined by the Federal Arbitration Act (9 U.S.C. §1 et seq.), federal law governs the interpretation of the agreements. (*Goldman v. KPMG*,

LLP, supra, 173 Cal.App.4th at 219 (Goldman), citing *Turtle Ridge Media Group, Inc. v. Pacific Bell Directory* (2006) 140 Cal.App.4th 828, 832.) “Section 2 is a congressional declaration of a liberal federal policy favoring arbitration agreements, notwithstanding any state substantive or procedural policies to the contrary. [Citation.]” (*Perry v. Thomas* (1987) 482 U.S. 483, 489.) Where the FAA applies, it is said to preempt any state law rule that “stands as an obstacle to the accomplishment of the FAA’s objectives.” (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 384, internal quotations omitted.)

MERITS

In determining whether to grant a motion to compel arbitration, the trial court is presented with two gateway issues of arbitrability: (1) whether there is an agreement to arbitrate between the parties, and (2) whether the agreement covered the dispute at issue. (*Howsam v. Dean Witter Reynolds, Inc.* (2002) 537 U.S. 79, 84.) Under both federal and state statute, the threshold question when presented with a petition to compel arbitration is whether there is an agreement to arbitrate. (*Cheng-Canindin v. Renaissance Hotel Associates* (1996) 50 Cal.App.4th 676, 684; See 9 USC §2; Code Civ. Proc., §1281.) Here, Defendant has not made the threshold showing that a valid arbitration agreement exists between Defendant and Plaintiff either under a direct contractual relationship or under the doctrine of equitable estoppel.

Defendant has presented no evidence to show that a valid arbitration agreement was formed between the parties. The party seeking to enforce the arbitration clause bears the burden of proving the existence of an arbitration agreement, and the party opposing enforcement bears the burden of proving any defense such as unconscionability. (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US) LLC* (2012) 55 Cal.4th 2223, 236; Code Civ. Proc., §1281.2 [requiring court to order arbitration “if it determines that an agreement to arbitrate exists”].) Defendant contends that Plaintiff leased the subject vehicle from Defendant and signed a CLOSED-END MOTOR VEHICLE LEASE AGREEMENT (“Lease Contract”), a copy of which is attached as an exhibit to the supporting declaration of Defendant’s counsel. (Declaration of Ali Ameripour iso motion [“Ameripour Decl.”], ¶ 2, Ex. 1 [Lease Contract].) In order to effectuate the lease of the subject vehicle, Plaintiff signed the Lease Contract, agreeing to the terms and conditions set forth therein, which reflected a monthly lease payment of \$938.67 for the total lease payment of \$33,792.12. The Lease Contract reflects Rivian LLC - Eastvale as the “Lessor - Dealer” and Plaintiff as the “Lessee” and was fully executed by them.

The arbitration clause contained within the Lease Contract provides in relevant parts:

You and we agree that upon the election of either of us, any claims or disputes relating in any way to your lease account or transactions will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court). This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C §§ 1-16 (“FAA”). [¶]

Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. All such claims or disputes are referred to in this agreement as “Claims.” However, claims relating to the scope, enforceability or validity of this agreement to arbitrate are for a court of competent jurisdiction to decide. (Ameripour Decl., ¶ 2, Ex. 1 [Lease Contract, pg. 7].)

Defendant, claiming to be a party to the Sales Contract, seeks to invoke the arbitration clause to compel this matter to arbitration pursuant to the Federal Arbitration Act, whereas it is not a party to the contract. Neither of the parties addresses this fact in the respective briefs but argues from an assumption that Defendant is a signatory to the contract. Defendant argues for the first time in its reply that Rivian does not have third-party dealerships that handle leasing and selling of its vehicles and therefore Defendant is a direct party to the Lease Contract. In other words, Defendant argues that the Lessor (Rivian LLC – Eastvale) and Defendant (Rivian Automotive, Inc.) are one and the same entity. The only thing submitted in support of this claim is the conclusory declaration of Defendant’s counsel, which lacks foundation, filed with its reply, claiming that “[t]he names Rivian, LLC and Rivian Automotive, Inc. both refer to the same wholly owned entity.” (Declaration of Ali Ameripour iso Reply, ¶ 2.) However, irrespective of what Defendant’s counsel means by the obscure phrase “the same wholly owned entity,” and irrespective of the corporate structuring and relationship between the two entities, the face of the contract indicates that only Rivian LLC – Eastvale is a signatory to the Lease Contract. The Lease Contract indicates that the contract is between the Lessor and Lessee. Although the contract at various times refers to the Lessor as “we”, there is no mention that “we” includes Defendant. Moreover, Defendant provides no evidence that Plaintiff consented to the Lease Contract with knowledge that he is entering a contract with an entity not specifically identified in the contract. (*See Ford Motor Warranty Cases* (2025) 17 Cal.5th 1122, 1128-1129 [a party cannot be compelled to accept arbitration of controversies which it had not agreed to arbitrate].)

Moreover, Defendant has not provided any basis for the Court to find that it may, as a non-signatory, invoke the arbitration clause in the Lease Contract under the doctrine of equitable estoppel. The doctrine of equitable estoppel, in the arbitration context, applies to preclude a party from asserting rights under an agreement “when [that] party has signed an agreement to arbitrate but attempts to avoid arbitration by suing nonsignatory defendants for claims that are based on the same facts and are inherently inseparable from arbitrable claims against signatory defendants.” [Citations.] (*Metalclad Corp. v. Ventana Environmental Organizational Partnership* (2003) 109 Cal.App.4th 1705, 1713, internal quotation omitted.).

A court can find that equitable estoppel applies to an arbitration agreement either or two ways: “the claims the plaintiff asserts against the nonsignatory must [1] be dependent upon, or [2] founded in and inextricably intertwined with, the underlying contractual obligations of the agreement containing the arbitration clause.” (*Goldman v. KPMG, LLP* (2009) 173 Cal.App.4th 209, 219, italics added.)

Here, by entering the Lease Contract, the lessor and lessee agreed that “any claims or disputes relating in any way to [the] lease account or transactions” will be resolved by arbitration. There is no language in the Lease Contract suggesting that Plaintiff’s warranty claims or statutory claims under Song-Beverly Act relies on the Lease Contract in any way. It cannot be said that Plaintiff’s claims rely on the underlying agreement that contains the arbitration clause merely because the underlying agreement is a “necessary step” in effectuating the warranty relationship between the nonsignatory manufacturer and the Plaintiff; rather, actual reliance is required. (*Id.* at 231; *Ngo v. BMW of North America, LLC* (9th Cir. 2022) 23 F.4th 942, 949 [the manufacturer’s obligations to the buyer under the warranty arose independently of her agreement with the dealership].) This means, just because the manufacturer provided the buyers (or lessor in this case) with an express warranty as a result of the sale (or lease), that does not mean the manufacturer’s obligation to provide a non-defective vehicle under its separate warranty is “in any way founded on an obligation imposed by the sales contract or is intertwined with those obligations.” (*Ibid.*)

Here, Plaintiff does not rely on the Lease Contract in asserting his claims against Defendant for the alleged defects in the subject vehicle, which, instead, are based on the breach of express warranty between the buyer and manufacturer under the Song-Beverly Act. Hence Plaintiff’s claims are neither interdependent nor intertwined with the obligations of the Lease Contract for Plaintiffs to be equitably estopped from resisting Defendant’s attempt to compel arbitration. The rights and obligations of the parties to the Lease Contract only relate to the terms of the lease, including the total lease payment and the Lessee’s obligations to make monthly payments, and the Lessor’s rights and remedies in the event of Lessee’s default, along with information regarding insurance, and cancellation rights.

Even assuming a valid arbitration agreement exists between Plaintiff and Defendant, the agreement cannot be read to cover Plaintiff’s claims alleged in the Complaint. The wording of the arbitration agreement should determine whether it applies to a particular dispute. (*See Rebolledo v. Tilly’s, Inc.* (2014) 228 Cal.App.4th 900, 913 [the parties’ intention is determined from the writing alone (Civ. Code, §1639)].) The burden is on the party opposing a petition to compel arbitration to show the arbitration agreement cannot be interpreted to cover the dispute in question. (*Buckhorn v. St. Jude Heritage Medical Group* (2004) 121 Cal.App.4th 1401, 1406.) Here, the arbitration clause in question cannot be read so broadly to include any dispute arising out of or relating to any aspect of the relationship between Plaintiff and Defendant. In fact, the Lease Contract specifies that “the Vehicle is subject to the manufacturer’s standard new car warranty,” which can be read to mean that warranties are covered separately by the manufacturer. Furthermore, the Lease Contract explicitly disclaims any implied warranties, including “the warranties of merchantability or fitness for a particular purpose, except where prohibited by law.”

As the motion to compel arbitration is denied based on the above, Plaintiff’s challenge to enforcement of the arbitration agreement on unconscionability grounds need not be addressed.

5.

CASE #	CASE NAME	HEARING NAME
CVRI2601589	DIMARCO VS WEST 8TH STREET TRUST	MOTION TO STRIKE COMPLAINT

Tentative Ruling: Hearing continued 8/5/26.

Pursuant to Cal. Rules of Court, rule 3.1322(b), when both a motion to strike and a demurrer are filed, the motion to strike “must be noticed for hearing and heard at the same time as the demurrer.” Accordingly, the earlier-calendared hearing is continued to the date currently set for the later-calendared hearing so that they can be heard together.