

**SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

Department 1

Honorable Eunice Lee, Presiding

TBD, Courtroom Clerk

191 North First Street, San Jose, CA 95113

DATE: February 26, 2026 TIME: 9:00 A.M. and 9:01 A.M.

**To contest the ruling, call the Court at (408) 808-6856 before 4:00 P.M.
Make sure to also let the other side know before 4:00 P.M. that you plan to contest the ruling,
in accordance with California Rule of Court, Rule 3.1308(a)(1) and Local Rule 8.E**

****Please specify the issue to be contested when calling the Court and counsel****

LAW AND MOTION TENTATIVE RULINGS

FOR APPEARANCES: Department 1 is fully open for in-person hearings. The Court strongly prefers **in-person** appearances for all contested law and motion matters. For all other hearings, appearances must be **in-person or by video**. Department 1 uses Unicorn Digital Courtroom (UDC) platform. Please click on this link if you need to appear remotely and then scroll down to the link for Department 1: <https://santaclara.courts.ca.gov/online-services/remote-hearings>. This system requires advance registration with a case number and hearing date. **Telephonic appearances are prohibited, unless permitted by the Court.** (Local Rule 5). If you must appear virtually, you must use video.

SCHEDULING MOTION HEARINGS: Please go to <https://reservations.scscourt.org> or call 408-882-2430 between 8:30 a.m. and 12:30 p.m. (Mon.-Fri.) to reserve a hearing date for your motion before you file and serve it. You must then file your motion papers no more than five court days after reserving the hearing date, or else the date will be released to other cases.

FOR COURT REPORTERS: The Court is no longer able to provide official court reporters for civil proceedings (as of July 24, 2017). If you want to have a court reporter to report your hearing, you must submit the appropriate form, which can be found here:

https://www.scscourt.org/general_info/court_reporters.shtml

RECORDING IS PROHIBITED: As a reminder, most hearings are open to the public, but state and local court rules prohibit recording of court proceedings without a court order. This prohibition applies to both in-person and remote appearances.

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LAW AND MOTION TENTATIVE RULINGS

LINE 1	25CV467991	Huong Le et al vs District 7 Properties, LLC	Demurrer This matter is OFF calendar. On July 21, 2025, the moving party/defendant District 7 Properties, LLC filed a demurrer to plaintiffs Huong Le and Hue Nugyen's complaint. On February 9, 2026, plaintiffs filed a first amended complaint. Consequently, the motion is rendered MOOT.
LINE 2	23CV428147	Dwayne Harris vs Ben Yadegar	Demurrer This matter is OFF calendar. On January 28, 2026, the Honorable Shella Deen sustained Defendants Ben Yadegar and Signature Motors, LLC's demurrer without leave to amend. The judgment of dismissal was authorized on February 17, 2026. The OSC Dismissal for Failure to Appear by Plaintiff set on July 16, 2026 at 10 a.m. in Department 1 is VACATED.
LINE 3	25CV460617	Rebecca Escalante vs Ford Motor Company et al	Petition to Compel Arbitration and Stay Action This matter is OFF calendar. On February 17, 2026, the plaintiff dismissed defendant/moving party Central Ford Automotive without prejudice. Parties confirmed on February 20, 2026.
LINE 4	25CV473783	Jean Warren Gillon vs Ronald Stansbury et al	Motion to Compel Arbitration and Stay Action Scroll down to Line 4 for Tentative Ruling.

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9:00 A.M.

Calendar Line #	4
Case Name	Jean Warren Gillon vs Ronald Stansbury et al
Case No.	25CV473783
Motion to Compel Arbitration and Stay Action	
<p>Before the Court is Defendants Preserve Lending, Inc., Ronald Stansbury, Callie Baldwin, Terrie Fontes and Provident Trust Group, LLC (“Defendants”) motion to compel arbitration and stay action. The motion was filed on December 1, 2025, attached with a proof of service my mail and electronic mail service on the same day. Per Code of Civil Procedure section 1005(b) opposition papers were due on February 17, 2026. No opposition papers were filed.</p> <p>The Court has carefully review moving papers filed by Defendants notice of motion; memorandum of points and authorities; Declaration of Damon Bowers; an exhibit labeled Exhibit C that is a signed Construction Loan Agreement; proof of service (totaling 23 pages); Defendants notice of non-opposition to petition to compel arbitration (totaling 3 pages); and the pleadings.</p> <p>The court in ruling on a petition to compel arbitration, is guided by general principles of California contract law, must first determine whether the parties actually agreed to arbitrate the dispute. <i>Diaz v Sohnen Enters.</i> (2019) 34 CA5th 126, 129. The court must determine whether: (1) there was a valid agreement to arbitrate between the parties; and (2) said agreement covers the controversy or controversies in the parties’ dispute. (<i>Omar v. Ralphs Grocery Co.</i> (2004) 118 Cal.App.4th 955, 961). A party that wishes to pursue arbitration must take active steps to secure that right because an arbitration agreement is not self-executing. (<i>Fleming Distribution Co. v. Younan</i> (2020) 49 Cal.App.5th 73, 80-81. A party moving to compel arbitration bears the burden of establishing the existence of a valid agreement to arbitrate and the party opposing the petition bears the burden of proving by a preponderance of evidence, any fact necessary to its defense. (<i>Banner Entertainment, Inc. v. Superior Court</i> (1998) 62 Cal.App.4th 348, 356-357).</p> <p>Here, Defendant has moved to compel arbitration based on an executed “Construction Loan Agreement” (Defendants moving papers, “Exhibit C” pages 13-22). Defendant specially points to the following portion as an unequivocal affirmation of understanding the arbitration provision under section 13 of the agreement (<i>Id.</i>, at 10; Exhibit C at p. 21):</p> <p>“14. Arbitration</p> <p>All controversies or claims among or between the parties including BORROWER, LENDER, and any mortgage broker who made or arranged this Loan and their respective officers, directors, agents, employees and assignees, arising out of or relating to the Loan, including but not limited to the arranging thereof, Loan Documents relating thereto, and the servicing and enforcement thereof, shall be determined by binding arbitration in accordance with applicable rules of the American Arbitration Association. Judgment on the arbitrators' award may be entered in any court having jurisdiction. Without waiving a party's right to arbitration, any party may seek judicial relief to: (a) enforce the assignment of rents</p>	

provision contained in the Security Instrument(s) securing the Loan, including the appointment of a receiver; (b) secure possession of the Property by lawful means; or (c) commence an action in interpleader for the sole purpose of resolving conflicting claims to funds or documents delivered in escrow. Any proceeding for judicial foreclosure shall not be subject to arbitration. The exercise of the power of sale contained in the Security Instrument securing the Loan, or the exercise of any private default remedies under the Commercial Code of the state where the Property is located or this Agreement or the Loan Documents shall not constitute a waiver of this Agreement nor shall they be deemed inconsistent with arbitration. (*Id.*, at 10).

NOTICE: You are agreeing to have any dispute arising out of the matters included in this paragraph decided by a neutral arbitration as provided by law and you are giving up your right to have the dispute litigated in a court or jury trial. You are also giving up your judicial rights to discovery and appeal. Your agreement to this arbitration provision is voluntary.” (*Id.*).

Following that page, parties listed as “BORROWER: Jean Warren Gillon” “Title: Trustee” and “Lender: See Exhibit B. . .Damon Bowers, Lender’s Agent” is executed with signatures with an effective date of October 28, 2022. Defendants state that the arbitration provision was entered into directly with Ronald Stansbury, Callie Baldwin, Terrie Fontes, and Provident Trust Group, LLC and that Persevere Lending is alleged to be the mortgage broker who arranged the loan to the plaintiff. (*Id.*, at p. 5). Defendants argue that the plaintiff knowingly entered into the Agreement for the remodel of the property and was expressly advised that “THIS AGREEMENT HAS SERIOUS LEGAL CONSEQUENCES AND THAT BORROWER MAY WISH TO CONSULT WITH AN ATTORNEY OF HIS OR HER CHOICE BEFORE ENTERING INTO IT.” (*Id.*, at Exhibit C, p. 21).

California Code of Civil Procedure section 1281.2 authorizes the court to order arbitration of a controversy if it finds the parties have agreed to arbitrate that dispute. Because the obligation to arbitrate arises from contract, the court may compel arbitration only if the dispute in question is one in which the parties have agreed to arbitrate. (*Weeks v. Crow* (1980) 113 Cal.App.3d 350, 352.) The party moving to compel arbitration bears the initial burden of establishing the following: (1) the existence of a valid agreement to arbitrate between the parties, and (2) that the agreement covers the controversy or controversies in the parties’ dispute. (*Omar v. Ralphs Grocery Co.* (2004) 118 Cal.App.4th, supra, at 961.) If the moving party seeking to compel arbitration meets its initial burden, the burden shifts to the opposing party to show by a preponderance of the evidence, any fact necessary to its defense. (*Banner Entertainment, Inc. v. Superior Court* (1998) 62 Cal.App.4th 348, 356-357.)

Strong public policies in California favor enforcement of agreements to arbitrate disputes. (*OTO, L.L.C. v Kho* (2019) 8 C5th 111, 125; *Prima Donna Dev. Corp. v. Wells Fargo Bank, N.A.* (2019) 42 Cal.App.5th 22, 35; *Cione v. Foresters Equity Services, Inc.* (1997) 58 Cal.App.4th 625 (“a heavy presumption weighs the scales in favor of arbitrability. . .”)). Since arbitration is a favored method of dispute resolution, arbitration agreements should be liberally interpreted, and arbitration should be ordered unless the agreement clearly does not apply to the dispute in question. (*Id.* at p. 353; *Segal v. Silberstein* (2007) 156 Cal.App.4th 627, 633.) A judge must order arbitration of any dispute that the judge determines is within

the parties' arbitration agreement, unless the right to compel arbitration has been waived (see Weil & Brown et al., Cal. Prac. Guide: Civ. Pro. Before Trial (The Rutter Group 2025) Chapter §§3.36 and 3.49–3.52) or the agreement is otherwise unenforceable (*Id.*, at §§3.39–3.48; see also, *Wagner Constr. Co. v Pacific Mechanical Corp.* (2007) 41 C4th 19, 26; *Garcia v Superior Court* (2015) 236 CA4th 1138, 1144. See *Victrola 89, LLC v Jaman Props. 8 LLC* (2020) 46 CA5th 337, 356 (judge should order arbitration unless it can be said with assurance that arbitration clause is not susceptible of an interpretation that covers the asserted dispute; any reasonable doubt as to whether claim falls within arbitration clause must be resolved in favor of arbitration); *Aanderud v Superior Court* (2017) 13 CA5th 880, 890 (doubts concerning scope of arbitrable issues should be resolved in favor of arbitration)).

Upon review of the foregoing, the Court finds that the moving party has met their prima facie burden that a valid arbitration agreement was executed between the parties and the dispute in questions falls within the scope of those arbitration agreements. (*Bruni v. Didion* (2008) 160 Cal.App.4th 1272, 128. No opposition papers were filed. A failure to oppose a motion may be deemed a consent to the granting of the motion. California Rule of Court Rule 8.54c. Failure to oppose a motion leads to the presumption that the plaintiff has no meritorious arguments. (*Laguna Auto Body v. Farmers Ins. Exchange* (1991) 231 Cal.App.3d 481, 489). There has been no presentation by the plaintiff showing by a preponderance of evidence that the arbitration agreement did not exist, inapplicable, or unconscionable. (*Armendariz v. Foundation Health Psychare Services, Inc.* (2000) 24 Cal.4th 83).

The motion is GRANTED. Moving papers to prepare the Order.

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