

**Tentative Rulings for November 19, 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)**

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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.*

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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 Rulings begin at the next page)

## **Tentative Rulings for Department 502**

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**Tentative Ruling**

Re: ***Andrade v. County of Fresno et al.***  
Superior Court Case No. 23CECG05055

Hearing Date: November 19, 2025 (Dept. 502)

Motions: For Determination of Good Faith Settlement

**If oral argument is timely requested, it will be entertained on  
Thursday, November 20, 2025, at 3:15 p.m. in Department 502.**

**Tentative Ruling:**

To grant and find the settlement between plaintiff and Mahil Land, LLC, to be in good faith.

**Explanation:**

"Any party to an action in which it is alleged that two or more parties are joint tortfeasors or co-obligors on a contract debt shall be entitled to a hearing on the issue of the good faith of a settlement entered into by the plaintiff or other claimant and one or more alleged tortfeasors or co-obligors, upon giving notice in the manner provided in subdivision (b) of Section 1005." (Code Civ. Proc., § 877.6, subd. (a)(1).)

A determination that the settlement was made in good faith bars any other joint tortfeasor or co-obligor from further claims against the settling tortfeasor or co-obligor for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault. (Code Civ. Proc., § 877.6, subd. (c).)

"The issue of the good faith of a settlement may be determined by the court on the basis of affidavits served with the notice of hearing, and any counter affidavits filed in response, or the court may, in its discretion, receive other evidence at the hearing." (Code Civ. Proc., § 877.6, subd. (b).)

The \$25,000 settlement between plaintiff and defendant Mahil Land, LLC ("Mahil") is contested by defendant and cross-complainant County of Fresno. Because "[t]he party asserting the lack of good faith shall have the burden of proof on that issue" (Code Civ. Proc., § 877.6, subd. (d)), and the County does not dispute the factual narrative set forth by Mahil's counsel, the objections are overruled.

"[T]he intent and policies underlying section 877.6 require that a number of factors be taken into account including a rough approximation of plaintiffs' total recovery and the settlor's proportionate liability, the amount paid in settlement, the allocation of settlement proceeds among plaintiffs, and a recognition that a settlor should pay less in settlement than he would if he were found liable after a trial. Other relevant considerations include the financial conditions and insurance policy limits of settling defendants, as well as the existence of collusion, fraud, or tortious conduct aimed to

“Another key factor is the settling tortfeasor's potential liability for indemnity to joint tortfeasors. The trial court calculates ‘the culpability of the [settling] tortfeasor vis-à-vis other parties alleged to be responsible for the same injury. Potential liability for indemnity to a nonsettling defendant is an important consideration for the trial court in determining whether to approve a settlement by an alleged tortfeasor.’” (*Long Beach Memorial Medical Center v. Superior Court* (2009) 172 Cal.App.4th 865, 873, internal citations and italics omitted.)

The settlement represents a cost of defense settlement, with Mahil contending it faces no liability. The County does not dispute the factual scenario presented by Mahil, in which he assisted in securing the roadway and worked on removing the trees until County of Fresno Road Department appeared and placed road closed signs. It was the next morning when the accident occurred. It appears entirely reasonable for Mahil to rely on the County's actions in closing the road. The County points to no evidence showing that the trees were a dangerous condition prior to the storm that caused them to fall in the road. Mahil makes a compelling showing that he would face no liability if the claims against it went to trial. The court agrees that the settlement was in good faith and intends to grant the motion.

## Tentative Ruling

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**Tentative Ruling**

Re: ***Evangelina Martinez v. California Heart Medical Associates, Inc., a California Corporation***  
Superior Court Case No. 23CECG02935

Hearing Date: November 19, 2025 (Dept. 502)

Motion: By Defendant to Strike Portions of Plaintiff's First Amended Complaint

**If oral argument is timely requested, it will be entertained on Thursday, November 20, 2025, at 3:15 p.m. in Department 502.**

**Tentative Ruling:**

To grant the motion to strike from the First Amended Complaint items 1-13 as specified in the Notice of Motion. To grant the motion to strike from the First Amended Complaint item 14 as modified: "[section]s 226 and" on page 10, line 1 of the First Amended Complaint.

**Explanation:**

Defendant California Heart Medical Associates, Inc. ("defendant") moves to strike portions of the First Amended Complaint ("FAC") filed by plaintiff Evangelina Martinez ("plaintiff"). Defendant categorizes the portions sought to be stricken into four categories:

1. Remedies not available to a wage and hour litigant,
2. Allegations unrelated to the remaining causes of action,
3. Time-barred statutory penalties, and
4. Duplicative causes of action.

*Legal Standard for Motions to Strike*

"The court may, upon a motion made pursuant to Section 435, or at any time in its discretion, and upon terms it deems proper: (a) Strike out any irrelevant, false, or improper matter inserted in any pleading; (b) Strike out all or any part of any pleading not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court." (Code Civ. Proc., § 436.) Pleadings are to be construed liberally with a view to substantial justice between the parties. (Code Civ. Proc. § 452.) The allegations in the Complaint are considered in context and presumed to be true. (*Clauson v. Super. Ct.* (1998) 67 Cal.App.4th 1253, 1255.)

*Remedies Not Available to a Wage and Hour Litigant*

"[B]ecause the meal and rest break provisions of the Labor Code 'established a new and comprehensive set of rights and remedies for [employees] ... [and][n]o such

specialized rights and remedies existed at common law ... the remedy provided in the statute 'is exclusive of all others unless the statutory remedy is inadequate.'" (*Brewer v. Premier Golf Properties, LP* (2008) 168 Cal.App.4th 1243, 1254.) "[B]oth by application of the 'new right-exclusive remedy' doctrine and under more general principles that bar punitive damages awards absent breach of an obligation not arising from contract, punitive damages are not recoverable when liability is premised solely on the employer's violation of the Labor Code statutes that regulate meal and rest breaks, pay stubs, and minimum wage laws." (*Id.*, at p. 1252.)

Plaintiff's six causes of action are premised on allegedly unpaid wages. These types of claims have been recognized as statutory claims establishing new rights not previously recognized at common law, limiting their remedies to those expressly authorized by statute. Plaintiff has not opposed with contrary authority. The court therefore intends to strike requested Items 11-13.

#### *Allegations Unrelated to the Remaining Causes of Action*

Plaintiff's initial Complaint included causes of action for wrongful termination and retaliation. These causes of action were removed from the First Amended Complaint. Defendant requests that the court strike portions of the FAC pertaining to these removed causes of action as irrelevant. The court sees fit to do so. The court therefore intends to strike requested Items 1-8.

#### *Time-Barred Statutory Penalties*

A plaintiff alleging inaccurate wage statements under Labor Code section 226 may seek the greater of her actual damages or a statutory penalty of \$50 for the initial violation and \$100 for each subsequent violation. (Lab. Code, § 226, subd. (e)(1).) Defendant provides case law that recognizes Labor Code section 226 subdivision (e) as a penalty subject to a one-year statute of limitations. (*Murphy v. Kenneth Cole Productions, Inc.* [Murphy] (2007) 40 Cal.4th 1094, 1108, see Code Civ. Proc., § 340 subd. (a) ["The periods prescribed for the commencement of actions other than for the recovery of real property...Within one year: (a) An action upon a statute for a penalty or forfeiture, if the action is given to an individual, or to an individual and the state, except if the statute imposing it prescribes a different limitation."].)

Plaintiff alleges that her employment with defendant ended on May 28, 2021. (FAC, ¶ 15.) Plaintiff filed her initial Complaint on July 20, 2023. This is greater than a year following the end of her employment with defendant. Plaintiff offers no opposition to argue why the statute of limitations should not apply here. The court therefore intends to strike requested Item 10. However, the court modifies requested Item 14 to strike only the portion reading: "[section]s 226 and..." on page 10, line 1 of the FAC.) Defendant did not argue or demonstrate why the amounts sought under Labor Code section 226.7 should not be requested, and the *Murphy* case cited to by defendant contends that section 226.7 is not subject to the same one-year statute of limitations.

#### *Duplicative Causes of Action*

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.

Issued By: KCK on 11/17/25  
(Judge's initials) (Date)