

**Tentative Rulings for May 19, 2025**  
**Department 52**

**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 for Department 52**

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**Tentative Ruling**

Re: **K.A. v. De La Cruz, M.D., et al.**  
Superior Court Case No. 22CECG00877

Hearing Date: May 19, 2025 (Dept. 52)

Motion: (1) by Plaintiff to Seal Petition and Related Documents for  
Minor's Compromise  
(2) Petition to Compromise Minor's Claim

**Tentative Ruling:**

To deny the motion to seal portions of the Petition to Approve Compromise of Minor's Claim and related settlement documents.

To deny the Petition to Approve Compromise of Minor's Claim without prejudice. Petitioner must file an amended petition, with appropriate supporting papers and proposed orders. (Super. Ct. Fresno County, Local Rules, rule 2.8.4.)

**Explanation:**

Motion to Seal

"Unless confidentiality is required by law, court records are presumed to be open." (Cal. Rules of Court, Rule 2.550(c).)

"A record must not be filed under seal without a court order. The court must not permit a record to be filed under seal based solely on the agreement or stipulation of the parties." (Cal. Rules of Court, Rule 2.551, subd. (a).)

"A party requesting that a record be filed under seal must file a motion or an application for an order sealing the record. The motion or application must be accompanied by a memorandum and a declaration containing facts sufficient to justify the sealing." (Cal. Rules of Court, Rule 2.551, subd. (b)(1).)

"The party requesting that a record be filed under seal must lodge it with the court under (d) when the motion or application is made, unless good cause exists for not lodging it or the record has previously been lodged under (3)(A)(i). Pending the determination of the motion or application, the lodged record will be conditionally under seal." (Cal. Rules of Court, rule 2.551, subd. (b)(4), emphasis added.)

The court must make certain express findings in order to seal records. Specifically, the court must find that the facts establish:

(1) There exists an overriding interest that overcomes the right of public access to the record;

- (2) The overriding interest supports sealing the record;
  - (3) A substantial probability exists that the overriding interest will be prejudiced if the record is not sealed;
  - (4) The proposed sealing is narrowly tailored; and
  - (5) No less restrictive means exist to achieve the overriding interest.
- (Cal. Rules of Court, Rule 2.550. subd. (d).)

Also, “[a]n order sealing the record must: (A) Specifically state the facts that support the findings; and (B) Direct the sealing of only those documents and pages, or, if reasonably practicable, portions of those documents and pages, that contain the material that needs to be placed under seal. All other portions of each document or page must be included in the public file.” (Cal. Rules of Court, rule 2.550, subds. (e)(1)(A), (B).)

Plaintiff moves to seal the settlement amount and related information within the Petition to approve the minor plaintiff's settlement with defendant Clinica Sierra Vista. Sealing is sought to protect the minor's financial privacy and prevent plaintiff from becoming a target of persons seeking to benefit from the settlement. (West Decl., ¶¶ 3-6.)

California generally forbids sealing of settlements. “In California, except as otherwise provided by statute no person has a privilege to refuse to disclose any matter or to refuse to produce any writing, object, or other thing.” (*Allen Radford Co. v. Superior Court* (1989) 216 Cal. App. 3d 1418, 1419, 1423 [refusing to find a settlement agreement was “confidential” against a third party thereto, where the only basis for confidentiality was the contract between the signing parties to treat it so].) That the settlement involves a minor is not an exception. (See *Copley Press v. Superior Court* (1998) 63 Cal. App. 4th 367 [minor sued for sexual assault and the Court ordered the files released to the press].)

Here, the harm to the minor's financial privacy is speculative and will not support sealing the records as requested. (*Universal City Studios v. Superior Court* (2003) 110 Cal.App.4th 1273, 1284 [a settlement agreement could not be sealed because there was no actual evidence of any harm to come to the parties by having it in the court record]. Moreover, plaintiff's privacy interests are protected by plaintiff's having proceeded in litigation under a pseudonym<sup>1</sup>.

Accordingly, the motion to seal is denied.

#### Petition for Approval of Compromise of Minor's Claim

##### *“Settlement Preservation Trust”*

The petition contemplates the creation of a “Settlement Preservation Trust” funded by an initial payment from the settlement, monthly payments from the annuity

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<sup>1</sup> The redacted version of the Petition at issue filed April 11, 2025 fails to redact the full name of the minor plaintiff in the exhibit included as Attachment 12(a)2. In the interest of preserving plaintiff's anonymity, the court has removed the redacted version of the petition from view in the court's public file.

during the plaintiff's minority, and a lump sum payment when plaintiff reaches the age of 16. Attachment 18b(7) provides no information as to the purpose of the trust or other information that would assist the court in determining whether the proposed trust is in the best interests of the minor. Without more information, the proposed trust appears to be a way to access the plaintiff's settlement funds during her minority without court oversight to confirm the use of the funds is in the minor's best interest.

The minor plaintiff receives Medi-Cal benefits and the settlement may disqualify her from receiving public health benefits. It is unclear whether the trust is intended to be used to ensure the minor does not lose her health benefits.

Before the court can approve a deposit of funds into the proposed trust, petitioner must show that she has first filed, with the Probate Department, a petition to establish and fund the proposed trust. Once the probate petition has been granted, petitioner can then petition this court for approval of the compromise of the minor's claim. When doing so, the court would also like information regarding the purpose of the trust, what guardrails are in place to ensure the settlement funds from the proposed trust are used in the minor's best interest, and assurance that petitioner has been given sufficient advice on how to proceed in the event the minor continues to need to qualify for public assistance, as the receipt of the settlement funds may cause her to be disqualified from such needs-based assistance.

#### *Costs*

The petition proposes \$258,999.56 in costs be paid from the settlement. The costs include \$221,591.70 requested by Robinson Calcagnie, Inc., \$7,407.86 requested by Liberty Law, \$20,000 for anticipated expenses after the filing and finalizing of this petition and \$10,000 held back for medical care incurred after the previous settlement approved March 4, 2025.

Robinson Calcagnie, Inc.'s costs are supported by a list of expenses totaling \$246,646.51 and offset by \$25,054.81<sup>2</sup> from the first approved settlement. The dates of the listed expenses do not appear to be the date the cost was incurred but rather the date an entry was made on the list. A cursory review of the list reveals entries for parking tickets, generalized travel expenses, and at least one instance of double charging for a hotel room as both a charge to City National Bank (3/19/25) and directly to reimburse attorney Tracy Hughes (3/24/25). Similarly, the Liberty Law's costs are supported by a list of general categories of expenses.

The lists of expenses do not provide sufficient information to allow the court to determine whether the costs to be paid from the settlement are reasonable. The court

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<sup>2</sup> The court notes that the petition filed January 17, 2025 requested a payment of \$25,000 in costs and \$54,81 to the Department of Health Care Services ("Medi-Cal") in satisfaction of its final lien. (See 1/17/25 Petn., Item 12a(4), Item 13b, Item 16b and 16d; 2/25/25 Supp. West Decl., ¶ 2, Exh. 1 [Final Medi-Cal Lien].) The petition at bench demonstrates the funds approved to pay the Final Medi-Cal Lien have instead been used by Robinson Calcagnie, Inc. toward the payment of its own costs. This does not foster confidence in counsel's representations to the court.

The petition requests the court holdback funds for additional medical expenses since the previous petition was filed and for additional expenses incurred in finalizing the petition. There is no evidence to suggest plaintiff incurred an additional \$10,000 in medical treatment expenses following the final January 13, 2025 Medi-Cal lien, which includes treatment dates through August 2024 Medi-Cal relates to the reported injury. Neither is there evidence that petitioner would incur \$20,000 in costs related to finalizing the petition. In a subsequent submission, petitioner may request the updated Medi-Cal lien amount, if any, be paid from the settlement. The court does not intend to approve a “holdback” allowing counsel to resolve the final Medi-Cal lien without providing the final lien to the court or allowing for review of costs incurred for the task.

## Tentative Ruling

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