Tentative Rulings for July 16, 2026
Department 501

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.***

24CECG03116 ***Clark v. Underwood et al.***

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

24CECG03425 ***Nick Mercado, JR v. County of Fresno*** **is continued to Thursday, August 27, 2026, at 3:30 p.m. in Department 501.**

24CECG03655 ***Tom Babayan v. Charles McMurray*** **is continued to Thursday, August 27, 2026, at 3:30 p.m. in Department 501.**

25CECG01016 ***Marvin Gonzalez Colindres v. American Honda Motor Co., Inc.*** **is continued to Thursday, August 6, 2026, at 3:30 p.m. in Department 501.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 501

Begin at the next page

(03)

Tentative Ruling

Re: ***Mann-Herbert v. Peachwood Medical Group Clovis, Inc.***
Case No. 21CECG01599

Hearing Date: July 16, 2026 (Dept. 501)

Motion: Plaintiffs' Motion for Approval of PAGA Settlement and Reasonable Attorney's Fees and Costs

Tentative Ruling:

To deny plaintiffs' motion for approval of PAGA settlement and reasonable attorney's fees and costs, without prejudice. (Code Civ. Proc., § 382; Cal. Rules of Court, rule 3.769.)

Explanation:

1. Introduction

Under Labor Code section 2699, "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to [PAGA]. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." (Lab. Code, § 2699, subd. (i)(2).)

The statute does not explain what exactly the trial court should consider when reviewing a proposed PAGA settlement. However, recently the Court of Appeal in *Moniz v. Adecco USA, Inc*. (2021) 72 Cal.App.5th 56 did provide some guidance. The court explained that "many federal district courts have applied the 'fair, reasonable, and adequate' standard from class action cases to evaluate PAGA settlements." (*Id.* at pp. 75–76, disapproved on other grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664.) "Given PAGA's purpose to protect the public interest, we also agree with the LWDA and federal district courts that have found it appropriate to review a PAGA settlement to ascertain whether a settlement is fair in view of PAGA's purposes and policies. We therefore hold that a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77, internal citations and footnote omitted.) On the other hand, "PAGA does not provide that aggrieved employees must be heard on the approval of PAGA settlements… PAGA provides no mechanism for aggrieved employees, including those pursuing PAGA lawsuits, to be heard in objection to another PAGA settlement. This concession is dispositive, and we will not read a requirement into a statute that does not appear therein." (*Id.* at p. 79, internal citation omitted.)

2. Notice to LWDA

Labor Code section 2699, subdivision (l)(2), states: "The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." Here, plaintiff's counsel has stated that notice of the settlement was provided to the LWDA on September of 2025. (Piercy decl., ¶ 6.) He does not include a copy of the notice with his declaration. However, it does appear that he has complied with the notice requirement.

3. Is the Settlement Fair, Adequate, and Reasonable?

As mentioned above, the Court of Appeal in *Moniz v. Adecco USA, Inc.*, *supra*, 72 Cal.App.5th 56 stated that the trial court should review PAGA settlements to determine whether they are fair, adequate and reasonable. (*Moniz*, *supra*, at pp. 75-77.)

Here, plaintiffs have not shown that the settlement is fair, adequate, and reasonable. Plaintiffs claim that they are settling a "PAGA only" case, but in fact their complaint also alleges multiple class action causes of action based on the same violations that underlie their PAGA claim. Plaintiffs' complaint alleges seven class action claims for various wage and hour violations, as well as UCL and PAGA claims. (See Complaint filed on June 3, 2021.) There is nothing in the court's docket that indicates that the class action claims were ever dismissed or settled previously.[1] However, the settlement only provides payment to plaintiffs to settle their PAGA claims, and plaintiffs are apparently dismissing their other claims, including their class claims, without any additional consideration. (Exhibit 2 to Piercy decl., PAGA Settlement Agreement, p. 7, ¶ 5.1.)

Thus, it appears that plaintiffs are now abandoning their class action claims without explaining why they are dismissing their claims for no consideration, other than the payment for their PAGA claims. Plaintiffs have not made any showing that it would be fair, reasonable, or adequate to dismiss their class action claims for no money, especially since they are receiving $125,000 to settle the PAGA claim, which is based on the same Labor Code violations as the class action claims. If the PAGA claim is worth $125,000, then why are the other class actions claims based on the same alleged violations worth nothing at all?

Since plaintiffs have asserted multiple class action claims, they need to explain why it is fair, reasonable, and adequate to settle their class claims for no money, but at the same time accept $125,000 to settle their PAGA claims for the same violations. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244–245, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260 [listing factors court must consider in deciding whether to approve class action settlement].) Here, plaintiffs' counsel has not provided any explanation for the decision to settle the class claims for nothing, or why settling the class claims for no money is fair, adequate, and reasonable in light of the relevant factors. Therefore, the court will not approve the proposed settlement at this time. Plaintiffs' counsel needs to provide a discussion of the reasons why they are settling their PAGA claim for $125,000 but dismissing their class claims without any additional payment.

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[1] Also, plaintiffs would need to obtain the court's approval before dismissing their class claims. (See Cal. Rules of Court, rule 3.770) There is nothing in the court's records indicating that it ever approved a dismissal of the class claims.

4. Attorney's Fees and Costs

Counsel has provided his declaration regarding his request for $25,000 in fees, including a summary of his lodestar fees. (Piercy decl., ¶ 14.) Counsel's declaration is sufficient to show that the requested fees are reasonable, especially since the request for fees is only about 20% of the lodestar fees counsel incurred in the case.

Counsel has also adequately explained the request for $8,000 in costs. He states that his office has incurred costs of approximately $7,000 so far, as well as anticipated costs of $500 to finalize the case. (*Id*. at ¶ 15.) He has also now provided a detailed breakdown of the costs incurred so far in the case. (*Ibid*.) Therefore, he has sufficiently shown that the request for $8,000 in court costs is reasonable.

5. Administration Costs

The settlement administrator, ILYM Group, Inc. will receive up to $4,000 to cover administration costs. However, ILYM has not provided a declaration from one of its representatives stating how much it will charge for administration costs. Therefore, plaintiffs have not shown that the requested administration costs are reasonable.

6. Incentive Award to Named Plaintiffs

The settlement also provides that the named plaintiffs will receive an incentive awards in the total amount of $12,500, with $7,500 paid to plaintiff Herbert and $5,000 paid to plaintiff Masterman. However, there are no declarations from the named plaintiffs stating the work they did on the case and why they should receive incentive payments. Therefore, plaintiffs have not provided sufficient evidence to show that the requested payments are reasonable.

7. Conclusion

The court intends to deny the order approving the PAGA settlement without prejudice and require plaintiffs' counsel to provide additional evidence regarding the reasons why plaintiffs are not being paid to settle their class action claims, as well as more evidence regarding the requested settlement administrator's fees and the incentive payments to the named plaintiffs.

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.

Tentative Ruling
Issued By: KCK on 07/13/26 .
(Judge's initials) (Date)

(03)

Tentative Ruling

Re: ***Ron Miller Enterprises, Inc. v. Bobadilla***
Case No. 24CECG02665

Hearing Date: July 16, 2026 (Dept. 501)

Motion: Plaintiff's Motion for Attorney's Fees and Costs

Tentative Ruling:

To grant plaintiff's motion for attorney's fees of $13,110.00 and costs of $1,348.71. (Civil Code, § 1717.) Plaintiff shall submit a separate proposed judgment within 10 days of the date of service of this order with the fees and costs included as part of the judgment.

Explanation:

The court has already determined that plaintiff is entitled to an award of its fees and costs when it granted the motion for summary judgment. (See Court's Order Granting Summary Judgment dated September 10, 2025.) The court's order was based on the fact that there is an attorney's fees clause in the subject contracts that provides that, if a party has to file litigation in order to enforce the contract, then the prevailing party in the litigation shall be entitled to recover its attorney's fees and costs. Therefore, since plaintiff is the prevailing party in the litigation to enforce the contracts, it is entitled to its attorney's fees and costs. (Civil Code, § 1717.)

Plaintiff's counsel has now filed his declaration with copies of his billings from the case, which appear to be reasonable and proper. (Exhibit 2 to Motion for Attorney's Fees.) He has also submitted a supplemental declaration, in which he reduces the requested fees from $19,708.60 to $13,110. (Suppl. Taylor decl.) The requested fees appear to be reasonably incurred and reasonable in amount. Defendant has not filed any opposition or made any effort to show that the fees are unreasonable or that they were not necessarily incurred in the litigation. Therefore, the court intends to award the full amount of fees requested.

Counsel also submits a copy of his memo of costs in the amount of $1,348.71. The requested costs appear to be reasonable and proper. Defendant has not opposed the request for costs or attempted to show that the costs are not reasonable or allowable. As a result, the court intends to award them in full.

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.

Tentative Ruling
Issued By: KCK on 07/13/26 .
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***Mic-Bry8, LLC v. Romelia Valdez***
Superior Court Case No. 26CECG00676

Hearing Date: July 16, 2026 (Dept. 501)

Motion: by Petitioner Mic-Bry8, LLC for Approval of Transfer of Payment Rights

Tentative Ruling:

To deny without prejudice.

Explanation:

The Structured Settlement Protection Act governs transfers of structured settlement payments to factoring companies for immediate cash payments. (See Ins. Code, §§ 10134 et seq.) The Act's purpose is to "protect structured settlement payees from exploitation by factoring companies." (*RSL Funding, LLC v. Alford* (2015) 239 Cal.App.4th 741, 745.) The Act provides that a transfer of structured settlement payment rights is void unless the following conditions are met:

1) The transfer is fair and reasonable, and in the payee's best interest, taking into account the welfare and support of the payee's dependents (Ins. Code, § 10137, subd. (a)); and
2) The transfer complies with the requirements of the Act, will not contravene other applicable law, and the judge has reviewed and approved the transfer (Ins. Code, § 10137, subd. (b); Ins. Code, § 10139.5.).

To determine what is fair and reasonable, and in the payee's best interest, the court is to consider the totality of the circumstances and the factors listed in Insurance Code section 10139.5, subdivision (b), including the purpose of the transfer and the payee's financial and economic situation. (Ins. Code, § 10139.5.)

The court does not have sufficient information to determine whether the transfer is fair and reasonable. The purchase agreement and disclosure statement attached as Exhibits A and B to the Petition compare the sale of $313,240 in future monthly payments, discounted to a present value of $120,630.80, to a loan of $15,000 with an interest rate of 16.66% and ultimately paying $120,630.80 over the term of the loan. In this illustration the Payee is paying $105,630.80 in interest for a loan of $15,000. The transaction appears usurious. To accrue this amount of interest term of the loan would exceed 40 years, longer than the 29 years until the last payment to be sold is made. More information is requested to demonstrate how this transaction is fair and reasonable.

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.

Tentative Ruling
Issued By: KCK on 07/14/26 .
(Judge's initials) (Date)