

**Tentative Rulings for September 28, 2022**  
**Department 503**

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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).)**

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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 503**

Begin at the next page

(35)

**Tentative Ruling**

Re: ***Hans v. State of California Hospital – Coalinga***  
Superior Court Case No. 21CECG01482

Hearing Date: September 28, 2022 (Dept. 503)

Motion: Defendant California Department of State Hospitals'  
Demurrer to and Motion to Strike Plaintiff's Amended  
Complaint

**Tentative Ruling:**

To deny defendant California Department of State Hospitals' motion to strike the amended complaint. To sustain defendant California Department of State Hospitals' demurrer to the amended complaint, with leave to amend. Plaintiff is granted 20 days, running from the date of service of the minute order by the clerk, to file and serve a second amended complaint.

**Explanation:**

On December 16, 2021, this court sustained defendant's demurrer to plaintiff's original complaint, with leave to amend, except that leave to amend was not granted to state a petition for a writ of mandate. The court found that, among other things, the original complaint failed to state facts to support the purported causes of action for workplace discrimination and retaliation. On December 27, 2021, plaintiff filed an "amended" complaint. The amended complaint is unchanged from the original complaint, which was filed on a form complaint for a breach of contract.<sup>1</sup>

*Motion to Strike*

Defendant initially seeks to strike the amended complaint for failing to comply with the court's December 16, 2021 order, pursuant to Code of Civil Procedure section 436. Code of Civil Procedure section 436 provides, in pertinent part: "The court may, upon a motion made pursuant to Section 435 [regarding noticed motions to strike], or at any time in its discretion, and upon terms it deems proper: [¶] ... [¶] (b) Strike out all or any part of any pleading not drawn or filed in conformity with ... an order of the court." As defendant notes, to prevent abuse of process, the court inherently has the power to strike an amended pleading filed in disregard to established procedural processes. (*Leader v. Health Industries of America, Inc.* (2001) 89 Cal.App.4th 603, 613.)

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<sup>1</sup> The court notes that plaintiff filed an amended civil case cover sheet, designating the category of the complaint from unfair business practices to a wrongful termination classification. The civil case cover sheet is a prerequisite to filing an action, but is not substantive to any pleading thereon; the cover sheet is used for statistical purposes and assignment. (Cal. Rules of Ct., rule 3.220.)

Here, however, there is no clear indication that plaintiff attempted to abuse any aspect of process. The court denies the request to strike the amended complaint for failure to file the amended complaint in conformity with the court's prior order.

#### *Demurrer*

Defendant demurs to the amended complaint for failure to state facts sufficient to constitute the purported causes of actions.

In determining a demurrer, the court assumes the truth of the facts alleged in the complaint and the reasonable inferences that may be drawn from those facts. (*Miklosy v. Regents of University of California* (2008) 44 Cal.4th 876, 883.) The court may also consider matters subject to judicial notice. (*Kalnoki v. First American Trustee Servicing Solutions, LLC* (2017) 8 Cal.App.5th 23, 29.) On demurrer, the court must determine if the factual allegations of the complaint are adequate to state a cause of action under any legal theory. (*Barquis v. Merchants Collection Assn.* (1972) 7 Cal.3d 94, 103.) The courts of this state have long since departed from holding a plaintiff strictly to the form of the action he has pleaded and instead have adopted the more flexible approach of examining the facts alleged to determine if a demurrer should be sustained. (*Ibid.*)

Although the amended complaint purports to state two causes of action, for workplace discrimination and negligence, defendant concludes, and the attached exhibits suggests, that plaintiff is asserting three causes of action for workplace discrimination, retaliation, and negligence.

#### *Workplace Discrimination (Disparate Treatment)*

The specific elements of a prima facie case of disparate treatment may vary depending on the particular facts. (*Guz v. Bechtel Nat'l, Inc.* (2000) 24 Cal.4th 317, 355.) For a claim for disparate treatment, a plaintiff must generally show that (1) he was a member of a protected class; (2) he was performing competently in the position he held; (3) he suffered an adverse employment action; (4) and there were circumstances suggesting that the employer acted with a discriminatory motive. (*Ibid.*) A protected class includes race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or veteran or military status. (Gov. Code, § 12940, subd. (a).)

Here, the amended complaint fails to allege that plaintiff was a member of a protected class or that there were circumstances suggesting that the employer acted with a discriminatory motive. Rather, the amended complaint alleges that plaintiff "ha[s] applied for permanent positions and ha[s] been denied because of [his] probationary license." A probationary license does not fall into any of the classes identified by Government Code section 12940. Neither are there facts to support a conclusion that, because of plaintiff's class, he was not selected for a permanent position. The demurrer to the cause of action for workplace discrimination is sustained, with leave to amend.

*Retaliation*

To state a cause of action for retaliation, a plaintiff must show that (1) he engaged in a protected activity; (2) the employer subjected the employee to an adverse employment action; and (3) a causal link existed between the protected activity and the employer's action. (*Yanowitz v. L'Oreal USA, Inc.* (2005) 36 Cal.4th 1028, 1042.)

The amended complaint fails to allege that plaintiff engaged in any protected activity, or that there was a causal link between the protected activity and plaintiff's denial of a permanent position. Although the amended complaint describes a number of actions that plaintiff took, it is unclear which action predicates the basis for the retaliation claim. The demurrer to the cause of action for retaliation is sustained, with leave to amend.

*Negligence*

The elements of a cause of action for negligence are well established: (1) a legal duty to use due care; (2) a breach of such legal duty; and (3) the breach proximately or legally caused resulting injury. (*Ladd v. County of San Mateo* (1996) 12 Cal.4th 913, 917.)

The amended complaint does not clearly state what legal duty was owed, that such a legal duty was breached, or that the breach proximately or legally caused injury. The demurrer to the cause of action for negligence is sustained, with leave to amend.

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:**           **KAG**                                **on 9/19/2022**          .  
                            (Judge's initials)  (Date)

(34)

**Tentative Ruling**

Re: **Swanegan v. A-1 Shower Door & Mirror Company**  
Superior Court Case No. 12CECG00981

Hearing Date: September 28, 2022 (Dept. 503)

Motion: By Plaintiff to Amend Judgment

**Tentative Ruling:**

To deny.

**Explanation:**

The papers filed with this motion do not include a memorandum of points and authorities or declaration. Plaintiff filed a "Notice of Motion," as well as a document titled "Amendment" listing the reasons she believes Timothy L. Webb should be named as a judgment debtor and attaching Exhibits A through G. There is no proof of service for either document. The failure to serve the document alone is sufficient for the court to deny the motion. (Code Civ. Proc., § 1005, subd. (b).)

The court previously denied plaintiff's motion to amend the judgment to name Timothy L. Webb as a judgment debtor on October 3, 2016. At that time, the court explained in its ruling that the amendment as to Timothy L. Webb was untimely, as there was no evidence plaintiff learned of his role as the alter ego of A-1 Shower Door and Mirror Company until after the underlying judgment from the Labor Commissioner was obtained. Additionally, the previous request to amend the judgment was denied for failure to show by a preponderance of the evidence that Timothy L. Webb was the alter ego of the corporate defendant, A-1 Shower Door and Mirror Company.

Having reviewed the exhibits attached to the amendment, it does not appear the deficiencies identified in the October 3, 2016 ruling have been cured. Plaintiff has provided two notices of state tax lien addressed to Tim Webb and A-1 Building, Ceramic Tile, Shower Door & Mirror Co., recorded by the California Secretary of State in 2018 and 2008. (Amendment, Exs. A, B.) Also attached are business search results from the California Secretary of State identifying A-1 Shower Door and Mirror Company with a corporate status as "forfeited," and indicating the agent for service of process has resigned as of August 8, 2011. (Amendment, Exs. C, D.) Plaintiff has also included the corporate Statement of Information filed with the California Secretary of State on April 2, 2007. (Amendment, Ex. E.) A copy of the April 24, 2012 Reassignment of Judgment against A-1 Shower Door and Mirror Company demonstrates the Labor Commissioner reassigned its judgment against defendant to plaintiff. (Amendment, Ex. F.) The final attachment to the Amendment is a "Bizapedia" website print out for A-1 Shower Door & Mirror that identifies Timothy L. Webb as an officer and contact for the company. (Amendment, Ex. G.)

The documents provided do not demonstrate that plaintiff did not learn of Timothy L. Webb being an alter ego of the corporation until after the underlying action by the Labor Commissioner. Neither do they evince Timothy L. Webb as more than an officer of the now-forfeited corporation. The evidence, even if it were admissible, does not suggest that Timothy L. Webb was treating the corporation as himself rather than a separate entity or that it would be a fraud or injustice to allow Timothy L. Webb to escape liability. (*Mesler Bragg Management Co.* (1985) 39 Cal.3d 290, 300.)

Therefore, plaintiff's motion to amend the judgment to add Timothy L. Webb as a judgment debtor is denied.

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:**           **KAG**                          **on 9/22/2022**          .  
                      (Judge's initials)  (Date)

(35)

**Tentative Ruling**

Re: **De Gamez v. California Fruit Basket, Inc. et al.**  
Superior Court Case No. 20CECG02531

Hearing Date: September 28, 2022 (Dept. 503)

Motion: Plaintiff's Motion for Preliminary Approval of Class Action Settlement

**Tentative Ruling:**

To grant plaintiff's motion for preliminary approval of the class action settlement.

**Explanation:**

1. Class Certification

a. Legal Standard

The court must first determine whether the proposed class meets the requirements for certification before it can grant preliminary approval of the proposed settlement. An agreement of the parties is not sufficient to establish a class for settlement purposes. There must be an independent assessment by a neutral court of evidence showing that a class action is proper. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93-95.)

"Class certification requires proof (1) of a sufficiently numerous, ascertainable class, (2) of a well-defined community of interest, and (3) that certification will provide substantial benefits to litigants and the courts, i.e., that proceeding as a class is superior to other methods." (*In re Tobacco II Cases* (2009) 46 Cal.4th 298, 313, citing *Fireside Bank v. Superior Court* (2007) 40 Cal.4th 1069, 1089, internal citations omitted.)

b. Numerosity and Ascertainability

"Ascertainability is achieved by defining the class in terms of objective characteristics and common transactional facts making the ultimate identification of class members possible when that identification becomes necessary. While often it is said that class members are ascertainable where they may be readily identified without unreasonable expense or time by reference to official records, that statement must be considered in light of the purpose of the ascertainability requirement. Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*." (*Nicodemus v. Saint Francis Memorial Hospital* (2016) 3 Cal.App.5th 1200, 1212, internal citations and quotations omitted.)

Here, plaintiff seeks to certify a class consisting of all individuals who worked for defendant California Fruit Basket, Inc. and/or defendant Melkonian Enterprises, Inc. (collectively, "defendants") in California as non-exempt employees from August 28, 2016 through June 16, 2021. Plaintiff estimates that the class has 203 members. Therefore, it



appears that the class is sufficiently numerous to warrant certification. Also, the class of all non-exempt employees would be readily ascertainable by reference to defendants' payroll records and other personnel information. Therefore, the proposed class is sufficiently numerous and ascertainable to be certified for the purpose of settlement.

c. Community of Interest

"[T]he 'community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" (*Fireside Bank v. Superior Court*, *supra*, 40 Cal.4th at p. 1089, citing *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.)

"The test of typicality 'is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct.'" (*Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502, internal citations omitted.) "[R]epresentative claims are 'typical' if they are reasonably co-extensive with those of absent class members; they need not be substantially identical." (*Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1020.) "It is axiomatic that a putative representative cannot adequately protect the class if [her] interests are antagonistic to or in conflict with the objectives of those [s]he purports to represent." (*Richmond v. Dart Industries, Inc.*, *supra*, 29 Cal.3d at p. 470.)

Here, it appears that there are common questions of law and fact, as defendants allegedly failed to provide full pay, meal periods, and rest breaks, as well as failing to provide accurate wage statements. The named class representative also has the same claims as the other class members, as described in plaintiff's declaration. Plaintiff shows that she will be able to adequately represent the class, that she does not have any conflicts that would make her unable to represent the class, and that she has experienced and qualified counsel. There is also evidence to establish that class counsel are experienced and qualified to represent the class based on the declarations of counsel.

Therefore, the proposed class has a sufficient community of interests to be certified for the purpose of settlement.

d. Superiority of Class Certification

It also appears that certifying the class would be superior to any other available means of resolving the disputes between the parties. Absent class certification, the employees would have to litigate their claims individually, which would result in wasted time and resources relitigating the same issues and presenting the same testimony and evidence. Class certification will allow the employees' claims to be resolved in a relatively efficient and fair manner. (*Sav-On Drugs Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 340.) Also, class certification is frequently granted in employee wage and hour claims, as class litigation eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation. (See *ibid.*)

## 2. Settlement

### a. Legal Standard

“[I]t is the court that bears the responsibility to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing litigation. ‘The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement.’ The courts are supposed to be the guardians of the class.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129, internal citations omitted.) “[T]o protect the interests of absent class members, the court must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished.” (*Id.* at p. 130.)

### b. Fairness and Reasonableness of the Settlement

“In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as ‘the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.’ The list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244–245, internal citations omitted, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

Here, it does appear that the settlement is fair and reasonable. The gross settlement is \$420,000, which is non-reversionary. The employees will be paid shares based on the number of weeks they worked during the settlement period. The average net payment to each class member will be approximately \$1,206.

The value of the various claims was calculated with the assistance of a retained economics expert, which was then negotiated through counsel with the aid of an experienced wage-and-hour class action mediator. Although the gross settlement is approximately 18.7 percent of the estimated maximum damages, proceeding to trial carried significant risks and costs, especially when considering the defenses raised by defendants. There was also a risk that the class might not be certified at all.

The settlement was reached after arm’s length negotiations during a mediation with an experienced mediator, which weighs in favor of finding that the settlement was fair, adequate, and non-collusive. The parties also exchanged formal and informal discovery, and class counsel engaged an expert to analyze the records to determine the potential value of the alleged violations. In addition, class counsel are highly experienced in class litigation, and provided information as to their assessments of the strength of plaintiff’s case, the risk, expense and complexity of the litigation, the risk of

maintaining class action status, and the extent of discovery completed. Thus, class counsel's opinion that the settlement is fair, adequate, and reasonable is entitled to considerable deference. There is also no evidence that the settlement is the product of collusion. Therefore, the court finds that the proposed settlement amount is fair, adequate and reasonable.

c. Proposed Class Notice

The proposed notice appears to be adequate, as the class administrator will mail out notices to the class members based on defendants' records. The notices will provide the class members with information regarding their time to opt out or object, the nature and amount of the settlement, the impact on class members if they do not opt out, the amount of attorney's fees and costs, the service award to the named class representative, and the settlement administrator's fees and costs. Therefore, the court finds that the proposed class notice is adequate.

3. Attorney's Fees and Costs

Plaintiff's counsel seeks approval of attorney's fees in the amount of \$140,000, which is one-third of the gross settlement amount. Courts commonly award fees of one-third of the gross settlement, so counsel's request is facially reasonable. Therefore, the court tentatively approves the proposed fees and costs.

However, while courts may award attorney's fees based on a percentage of the total recovery, courts may also perform a lodestar cross-check to ensure that the fees are reasonable in light of the number of hours worked and the attorneys' reasonable hourly rates. (*Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503-504.) Counsel is directed to file a motion for approval of the attorneys' fees and costs with the final approval motion, addressing the lodestar and submitting evidence of costs.

4. Payment to Class Representative

Plaintiff seeks preliminary approval of a \$5,000 "service payment." Incentive payments to class representatives are routinely awarded in class action wage and hour settlements, and similar payments have been approved in other cases. Here, plaintiff has also submitted a declaration explaining in general terms the work she performed on the case. The amount requested does not appear to be unreasonable, especially in light of the relatively large settlement. Therefore, the court finds that the proposed service payment to plaintiff is reasonable.

5. Payment to Class Administrator

Plaintiff seeks approval of a flat \$6,250 payment to Phoenix Settlement Administrators. Plaintiff submits the declaration of Jodey Lawrence, President of Business Development for Phoenix Settlement Administrators, who attaches an estimate outlining estimated costs by line-item. At this time, \$6,250 appears reasonable. Therefore, the court tentatively finds that the administration costs are reasonable, and it approves the appointment of Phoenix Settlement Administrators. However, with the final approval motion, plaintiff is directed to submit a declaration from Phoenix Settlement

Administrators providing evidence of the actual cost of providing the administration services.

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:           KAG                                on 9/26/2022                .**  
                              (Judge's initials)                              (Date)

(34)

**Tentative Ruling**

Re: **Harris Construction Co., Inc. v. JT2, Inc.**  
Superior Court Case No. 22CECG00852

Hearing Date: September 28, 2022 (Dept. 503)

Motion: By Petitioner Harris Construction Co., Inc. to Compel Arbitration and Stay Arbitration Proceedings with JAMS

**Tentative Ruling:**

To deny without prejudice.

**Explanation:**

Under Code of Civil Procedure section 1281.2, "On petition of a party to an arbitration agreement alleging the existence of a written agreement to arbitrate a controversy *and that a party thereto refuses to arbitrate such controversy*, the court shall order the petitioner and the respondent to arbitrate the controversy if it determines that an agreement to arbitrate the controversy exists." (Code Civ. Proc., § 1281.2, subd. (c), emphasis added.)

Petitioner brings this motion to enforce the arbitration provision of the subcontractor agreement between itself and respondent JT2, Inc. The agreement states in pertinent part:

Arbitration. If the dispute has not been resolved by mediation, unless the Contract Documents require otherwise, the claims, disputes or other matters in question between the parties to this Subcontract which arise out of or relate to this Subcontract, whether in contract or tort, shall be subject to and decided by arbitration, with a single arbitrator. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules (supplemented with the Large Complex Construction Rules and without regard to the Supplementary Procedures for Consumer-Related Disputes) of the American Arbitration Association currently in effect. The location of the arbitration shall be in Fresno County, California, unless the parties agree on another location. The arbitrator shall be selected from a panel of experienced construction arbitrators on the large complex case panel. The award of the arbitrator shall be final and binding and judgment upon the award may be entered in accordance with applicable law. In any arbitration the Arbitrator shall have no power to render an award which has the effect of altering or amending or changing in any way any provisions of this Subcontract. Notwithstanding other provisions in the Subcontract, choice of law provisions to the contrary, this agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U. S. C. §1 et seq., which shall not be superseded or supplemented by any other



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**Tentative Ruling**

Re: ***In re: Alexa Elena Rivera***  
Superior Court Case No. 21CECG02462

Hearing Date: September 28, 2022 (Dept. 503)

Motion: Petition to Compromise Minor's Claim

**Tentative Ruling:**

To deny without prejudice. Petitioner must file an amended petition, with appropriate supporting papers and proposed orders, and obtain a new hearing date.

**Explanation:**

Petitioner requests that the settlement monies be paid directly to her. However, nothing has again been provided showing that such payment is appropriate in this instance. (See Prob. Code, § 3401, subd. (a).) Also, counsel's declaration once more provides the factors that the Court may consider in determining whether the attorney fees requested are reasonable, but it fails to actually address any of the factors. Moreover, counsel now seeks additional attorney fees, resulting in a reduction of the monies paid to claimant, yet fails to explain why additional fees are appropriate. Lastly, no proposed orders have been filed.

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:**           **KAG**                                **on 9/27/2022**                                .  
                                (Judge's initials)  (Date)

(29)

**Tentative Ruling**

Re: ***In re: Ivan Guadalupe Rivera***  
Superior Court Case No. 21CECG02461

Hearing Date: September 28, 2022 (Dept. 503)

Motion: Petition to Compromise Minor's Claim

**Tentative Ruling:**

To deny without prejudice. Petitioner must file an amended petition, with appropriate supporting papers and proposed orders, and obtain a new hearing date.

**Explanation:**

Petitioner requests that the settlement monies be paid directly to her. However, nothing has again been provided showing that such payment is appropriate in this instance. (See Prob. Code, § 3401, subd. (a).) Also, counsel's declaration once more provides the factors that the Court may consider in determining whether the attorney fees requested are reasonable, but it fails to actually address any of the factors. Moreover, counsel now seeks additional attorney fees, resulting in a reduction of the monies paid to claimant, yet fails to explain why additional fees are appropriate. Lastly, no proposed orders have been filed.

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:**                 KAG                 **on**                 9/27/2022                 .

(Judge's initials) (Date)



(29)

**Tentative Ruling**

Re: ***In re: Luis Antonio Rivera***  
Superior Court Case No. 21CECG02470

Hearing Date: September 28, 2022 (Dept. 503)

Motion: Petition to Compromise Minor's Claim

**Tentative Ruling:**

To deny without prejudice. Petitioner must file an amended petition, with appropriate supporting papers and proposed orders, and obtain a new hearing date.

**Explanation:**

Petitioner requests that the settlement monies be paid directly to her. However, nothing has again been provided showing that such payment is appropriate in this instance. (See Prob. Code, § 3401, subd. (a).) Also, counsel's declaration once more provides the factors that the Court may consider in determining whether the attorney fees requested are reasonable, but it fails to actually address any of the factors. Moreover, counsel now seeks additional attorney fees, resulting in a reduction of the monies paid to claimant, yet fails to explain why additional fees are appropriate. Lastly, no proposed orders have been filed.

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:**           **KAG**                          on **9/27/2022**  .  
                          (Judge's initials)  (Date)