TENTATIVE RULINGS

DEPT. CX103
(657-622-5303)

Judge David A. Hoffer
August 24, 2026

These are the Court's tentative rulings. They may become orders if the parties do not appear at the hearing. The Court also might make a different order at the hearing. (*Lewis v. Fletcher Jones Motor Cars, Inc.* (2012) 205 Cal.App.4th 436, 442, fn. 1.)

If a party intends to submit on the Court's tentative ruling, please call the Court Clerk to inform the court. If both parties submit, the tentative ruling will then become the order of the Court.

APPEARANCES: Department CX103 conducts non-evidentiary proceedings, such as law and motion, remotely by Zoom videoconference. All counsel and self-represented parties appearing for such hearings should check-in online through the Court's civil video appearance website at https://www.occourts.org/media-relations/civil.html prior to the commencement of their hearing. Once the online check-in is completed, participants will be prompted to join the courtroom's Zoom hearing session. Check-in instructions and an instructional video are available on the court's website. All remote video participants shall comply with the Court's "Appearance Procedures and Information--Civil Unlimited and Complex" and "Guidelines for Remote Appearances" also posted online at https://www.occourts.org/media-relations/aci.html. A party choosing to appear in person can do so by appearing in the courtroom on the date/time of the hearing.

Court Reporters: Parties must provide their own remote court reporters (unless they have a fee waiver). Parties must comply with the Court's policy on the use of privately retained court reporters which can be found at:

- Civil Court Reporter Pooling; and
- Court Reporter Interpreter Services

THE PARTIES ARE PROHIBITED BY RULE OF COURT AND LOCAL RULE FROM PHOTOGRAPHING, FILMING, RECORDING, OR BROADCASTING THIS COURT SESSION.

#	Case Name	
1	30-2023-01300740 Medina vs. Kindness General Contractors, LLC	The settlement administrator has confirmed that the distribution of the settlement funds has been made in accordance with the settlement terms that were approved by the court and that the amount of the uncashed checks from the settlement has been transmitted to the State Controller's Office's Unclaimed Property Fund. As Plaintiff has shown that the Administrator's work is complete, the court's file is now closed.

		Further, the deposit amount of $70,407.41, and the distribution of attorneys' fees ($21,122.22 plus Escalator Clause Fee of $6,177.78), attorney costs ($14,397.85), Enhancement Payment to Plaintiff ($1,000.00), and Administration Costs ($3,998.49), result in a Net Settlement Amount of $23,711.07. This amount should have been divided 75% to the LWDA ($17,783.30), and 25% to aggrieved employees ($5,927.77). However, the settlement administrator distributed $17,992.19 to the LWDA and $5,974.06 to the aggrieved employees. These numbers do not add up. As a result of Defendant's failure to deposit the increased amount based on the escalator clause and the administrator's unauthorized distribution of additional attorney's fees to Plaintiff's counsel, as well as the math miscalculations above, the administrator's calculation after the escalator clause somehow triggered a decreased amount distributed to aggrieved employees from the $7,472.21 approved by the court in its October 13, 2025 Order, to only $5,974.06. The following should have been the settlement distribution amounts after the escalator clause was applied: · GSA: $90,000.00 · Attorney's fees: $21,122.22 · Attorney costs: $14,397.85 · Enhancement award: $1,000.00 · Administrator costs: $3,998.49 · NSA/PAGA Penalties: $49,481.44 o 75% PAGA penalties to LWDA: $37,111.08 o 25% PAGA penalties to aggrieved employees: $12,370.36 The parties and the administrator must explain the discrepancies between the court's final approval order and the actions taken by the settlement administrator. The parties must also provide a proposal as to how the parties plan to ensure that the correct amounts will be distributed to the LWDA ($37,111.08) and to the aggrieved employees ($12,370.36). Plaintiff is ordered to give notice of this ruling to Defendant.
3	30-2024-01380407 Villanueva vs. Newport Pacific Capital Co., Inc.	The tentative ruling is to continue the hearing on Plaintiff Joseph Villanueva's ("Plaintiff") Motion for Approval of Settlement Under Private Attorneys General Act ("PAGA") to December 14, 2025 at 1:30 p.m.

		Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be reread) no later than two weeks before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement, rather than with a supplemental declaration or brief that simply asserts the issues have been resolved. The moving papers contain conflicting information regarding the number of aggrieved employees included in this settlement. The papers indicate either 141 aggrieved employees or 370 aggrieved employees. (Sung Dec. ¶ 21 [141]; *id*. ¶ 19 [370].) Further, as the PAGA Period end date has changed, neither of these numbers may be accurate. The court needs the accurate number of aggrieved employees. Further, the exposure analysis and average payment calculations should be based on the actual number of aggrieved employees. The PAGA Release in Section III(7) of the settlement agreement must be amended. The court will not approve a PAGA Release that directly releases claims by the State of California, or contains improper injunctive language. The PAGA Release must be amended to state: Plaintiff agrees that upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and current representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, as well as full payment by Defendant of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees may be barred as a matter of law from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties. The court is inclined to grant approval of an attorneys' fees request of only 30% of the gross settlement amount or

		$102,000.00, which the court finds fair, adequate and reasonable for the settlement of this size. Plaintiff must file an amended [Proposed] Order and Judgment in accordance with this ruling, and with the new PAGA Period. (Mondragon Dec. ¶ 4 [indicating the parties have agreed to a shortened PAGA Period].) Plaintiff is ordered to give notice of the ruling to the LWDA and Defendant.
4	30-2024-01416987 Portillo vs. Fujifilm Irvine Scientific, Inc.	The tentative ruling is to continue Plaintiffs Concepcion Portillo and Yasmine Villa's (collectively, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement to December 21, 2026 at 1:30 p.m. Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be reread) no later than two weeks before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement and the class notice, rather than with a supplemental declaration or brief that simply asserts the issues have been resolved. The Class and PAGA Periods are defined as ending on the date the Court enters an order preliminarily approving the settlement. However, the escalator clause in Paragraph 4(F) of the settlement agreement provides for the option to either increase the settlement amount or change the Class and PAGA Periods such that some of the class members and aggrieved employees might no longer be included in the settlement. This court, however, will not approve a settlement that results in class members and aggrieved employees being told they are in the settlement but later being told they are not included in the settlement. Thus, defendant will have to either rely on or take another look at its estimated number of class members and aggrieved employees or select the increased payment option. If the parties want to preserve the option calling for a reduction of the Class and PAGA Periods, rather than just an increase in the settlement amount, they must determine if the escalator clause applies before sending out the class notice, have