

TENTATIVE RULINGS

**DEPT. CX103
(657-622-5303)**

**Judge David A. Hoffer
April 27, 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.courts.ca.gov/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.courts.ca.gov/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	30-2018-01014749 De La Pena vs. Children's Hospital of Orange County	The tentative ruling is to continue the Final Report Hearing to April 12, 2027 at 1:30 p.m. to confirm that the amount of the uncashed checks after the check-cashing deadline has been delivered to the State Controller’s Office Unclaimed Property Fund in the names of the applicable payees, that the Administrator’s work is complete, and that the court’s file thus

		<p>may be closed. All supporting papers must be filed at least 16 days before the Final Report Hearing date.</p> <p>Plaintiff is ordered to give notice of this ruling.</p>
3	<p>30-2021-01195725 Santiago vs. Cal Tech Precision, Inc.</p>	<p>Plaintiff Javier Santiago (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement is GRANTED IN PART.</p> <p>An enhancement award of \$5,000 is sufficient and proper for a class and settlement of this size and based on plaintiff’s contribution to the case.</p> <p>The court also finds that an attorneys’ fee award totaling \$105,000.00 or 30% of the Gross Settlement Amount, is fair, adequate, and reasonable for the class and settlement of this size, contingent nature of representation, and the results achieved.</p> <p>The court concludes that the \$350,000.00 class action and PAGA settlement is fair, adequate and reasonable, and approves the following specific awards:</p> <ul style="list-style-type: none"> • \$105,000.00 to plaintiff’s counsel for plaintiff’s attorneys’ fees, reduced from the \$116,666.67 requested; • \$13,635.31 to plaintiff’s counsel for plaintiff’s litigation costs, as requested; • \$5,000.00 to Plaintiff Javier Santiago as enhancement award, reduced from the \$10,000.00 requested; • \$8,500.00 to CPT Group, Inc., the settlement administrator, as requested; and • \$7,500.00 to the LWDA for its share of PAGA penalties, as requested. <p>The total amount that will be payable to all class members and aggrieved employees, if they are paid the amount to which they are entitled pursuant to the judgment, is \$210,364.69.</p> <p>Any uncashed check funds remaining after the check-cashing deadline shall be transferred to cy pres recipient, Orange County Public Law Center.</p> <p>The Final Accounting hearing is set for February 1, 2027 at 1:30 p.m. in Department CX103. At least sixteen (16) calendar days before the hearing, Class Counsel and the Settlement</p>

		<p>Administrator shall submit a summary accounting of the distribution of the settlement funds to Class Members and Aggrieved Employees, identifying the distributions made pursuant to this Order and Judgment, and identifying the number and value of any uncashed checks, and the status of any unresolved issues.</p> <p>Within five (5) days of this ruling, Plaintiff shall provide the court with a revised Proposed Final Order and Judgment reflecting this ruling.</p> <p>Plaintiff is ordered to give notice of this ruling to the LWDA and Defendant.</p>
4	30-2023-01313532 Giahi vs. Xpress Med Pharmacy, Inc.	<p>The tentative ruling is to continue the hearing on Plaintiff Omid Giahi's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement to August 31, 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 re-read) at least 16 days before the next hearing date.</p> <p>In Plaintiff's supplemental brief, Plaintiff stated that a supplemental declaration would be provided by Plaintiff's counsel Jonathan LaCour, and a supplemental declaration by the settlement administrator's representative, Chantal Soto-Najera. However, neither declarations were filed with the court. Accordingly:</p> <ul style="list-style-type: none"> • There is still no documentation of the litigation costs to support the \$5,684.17 costs request. • There is also no evidence of the high, low and average payments to be paid to aggrieved employees. • There is also no evidence of the names of the two putative class members who opted out and thus will not be bound by the judgment. <p>Plaintiff is ordered to give notice of the ruling to the LWDA and Defendants.</p>
5	30-2023-01319973 Engles vs. Premium Brands OPCO LLC	<p>The tentative ruling is to continue the hearing on Plaintiff Kathryn Jeanine Fagan Engles' ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement to August 31, 2026 at 1:30 p.m. Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that</p>

would have to be re-read) at least 16 days before the next hearing date.

There is no explanation for the change in the number of class members to 3,237, when the number was estimated to be 2,974 at the preliminary approval stage.

Plaintiff has not submitted her attorneys' bills or a detailed hourly breakdown of his attorneys' hours to support the court's review of plaintiff's attorneys' fees request. Plaintiff is required to provide sufficient information to support the court's lodestar cross-check of the fee request.

An enhancement award of \$5,000 is sufficient and proper for a class and settlement of this size, and based on plaintiff's contribution to the case.

The court disallows the attorney costs amount of \$39.84 claimed for postage because the court considers that cost item to be properly part of attorney overhead.

The court also finds that an attorneys' fee award totaling \$450,000.00 or 30% of the Gross Settlement Amount, which constitutes a 1.57 multiplier of the lodestar amount, is fair, adequate and reasonable for the class and settlement of this size, contingent nature of representation and the results achieved.

The [Proposed] Order and Judgment must also provide **how** the parties will comply with CRC Rule 3.771(b), which states: "Notice of the judgment must be given to the class in the manner specified by the court." The notice may be included with the checks that are mailed to the class members or posted on the administrator's website. The manner of notice must be included in the [Proposed] Order and Judgment.

Counsel should propose a realistic Final Report Hearing date, taking into account the time deadlines associated with funding the settlement, mailing distributions, allowing the check-cashing deadline to pass, and depositing uncashed check funds pursuant to the terms of the settlement agreement. The court usually sets these hearings nine months after settlement approval if the check cashing deadline is 180 days. The parties must report to the court the total amount that was actually paid to the class members. All supporting papers must be filed at least 16 days before the Final Report Hearing date.

		<p>Plaintiff has not shown that counsel served the LWDA with the moving papers. Plaintiff is ordered to give notice of the ruling to the LWDA, and to Defendant, to serve the LWDA with her original moving papers as well as any new papers filed for future hearings, and to file a proof of service showing such compliance.</p> <p>Plaintiff is ordered to give notice of this ruling to the LWDA and Defendant.</p>
6	<p>30-2023-01351412 Salas vs. All American Racers, Inc.</p>	<p><u>Motion for Final Approval</u></p> <p>Plaintiff’s motion for final approval is continued to August 31, 2026 at 1:30 p.m. in Department CX103 to permit the parties to respond to the following items of concern. Any supplemental briefing shall be filed 16 court days prior to the hearing. Redlines showing all changes, deletions, and additions must also be submitted. In addition, Plaintiff must provide proof of service of any revised settlement agreement and supporting papers on the LWDA.</p> <ol style="list-style-type: none"> 1. File a proof of service showing, in detail, that all Final Approval papers were served on the LWDA. 2. The administrator states there were 44,275 workweeks “worked by the Participating Class Members during the class period.” ROA 101 ¶ 14. However, the escalator provision is tied to the workweeks during the class period for both participating and non-participating class members. Settlement ¶¶ 8.1, 1.9. An accurate number of total workweeks, including those of the non-participating class members, must be provided. 3. The administrator fails to report whether any disputes were received and, if so, how resolved. 4. The request for costs must include supporting documentation for the expert (\$5,760) and mediation (\$11,250) costs. ROA 98 Ex. 1. 5. An enhancement of \$6,500 is sufficient and proper for a class and settlement of this greater-than-ordinary size and based on plaintiff’s contribution to the case. 6. The Court finds that an attorneys fee award totaling (\$495,000) or 30% of the gross settlement amount is fair, adequate, and reasonable for the class and settlement of this size, contingent nature of representation, and the results achieved.

		<p><u>As to the Proposed Order</u></p> <ol style="list-style-type: none"> 7. Change the document title (and footer) to “[Proposed] Order Granting Final Approval of Class and Representative Action Settlement and Judgment.” ROA 95. 8. Identify the end date of the PAGA Period as 03-15-2025, without reference to the Class Period. <i>Id.</i> ¶ 5. 9. The class release should apply only to “Participating Class Members,” not to “Class Members.” <i>Id.</i> ¶ 8. 10. The individual “Plaintiff’s Release” should be deleted. <i>Id.</i> ¶ 8(a). 11. Delete everything other than the last sentence of paragraph 20. 12. Propose a date for a final accounting hearing. <i>Id.</i> ¶ 28. Papers are due 16 days prior (not five days). <i>Id.</i> <p>Plaintiff is ordered to give notice of this Court’s ruling, including to the LWDA, and file proof of service.</p>
7	30-2023-01355826 Belloso vs. Hyatt Corporation	<p>Plaintiff Blanca E. Belloso (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement is GRANTED IN PART.</p> <p>An enhancement award of \$5,000 is sufficient and proper for a class and settlement of this size and based on plaintiff’s contribution to the case.</p> <p>The court also finds that an attorneys’ fee award totaling \$49,500.00 or 30% of the Gross Settlement Amount, is fair, adequate and reasonable for the class and settlement of this size, contingent nature of representation and the results achieved.</p> <p>The court concludes that the \$165,000.00 class action and PAGA settlement is fair, adequate and reasonable, and approves the following specific awards:</p> <ul style="list-style-type: none"> • \$49,500.00 to plaintiff’s counsel for plaintiff’s attorneys’ fees (Haines Law Group, APC is to receive 46.5% [\$23,017.5], Lidman Law, APC is to receive 31% [\$15,345.00], and Michael Burgis & Associates, PC is to receive 22.5% [\$11,137.50]), reduced from the \$55,000.00 requested;

		<ul style="list-style-type: none"> • \$40,000.00 to plaintiff’s counsel for plaintiff’s litigation costs, as requested; • \$5,000.00 to Plaintiff Blanca E. Beloso as enhancement award, reduced from the \$10,000.00 requested; • \$10,000.00 to Phoenix Settlement Administrators, the settlement administrator, as requested; and • \$15,000.00 to the LWDA for its share of PAGA penalties, as requested. <p>The total amount that will be payable to all class members and aggrieved employees, if they are paid the amount to which they are entitled pursuant to the judgment, is \$45,500.00.</p> <p>The Final Accounting hearing is set for February 1, 2027 at 1:30 p.m. in Department CX103. At least sixteen (16) calendar days before the hearing, Class Counsel and the Settlement Administrator shall submit a summary accounting of the distribution of the settlement funds to Class Members and Aggrieved Employees, identifying the distributions made pursuant to this Order and Judgment, and identifying the number and value of any uncashed checks, and the status of any unresolved issues.</p> <p>Within five (5) days of this ruling, Plaintiff shall provide the court with a revised Proposed Final Order and Judgment reflecting this ruling.</p> <p>Plaintiff is ordered to give notice of the ruling to the LWDA, and to Defendant.</p>
8	30-2024-01390734 Welton vs. Cerna Healthcare, LLC	<p>The tentative ruling is to continue Plaintiffs Juliet Welton, Brandi Gregg, and Cindy Estrada Rosas’ (collectively, “Plaintiffs”) Motion for Preliminary Approval of Class Action and PAGA Settlement to August 31, 2026 at 1:30 p.m.</p> <p>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</p>

the class notice, rather than with a supplemental declaration or brief that simply asserts the issues have been resolved.

The motion fails to provide the class members' and aggrieved employees' estimated individual recovery under the proposed settlement, including the estimated high, low and average payments to be paid to class members and aggrieved employees. The average payment must be provided for preliminary approval, but if the high and low estimated payments are not available at this time, they must be provided in the motion for final approval.

The allocation of only 10% of the settlement payments for wages appears to be low. Either an increase to 33 1/3% or an explanation of why the figure is not at least 33 1/3% is required.

The settlement agreement states that the Administrator will resolve any workweek disputes. The documents should reflect instead that, while the Administrator and the parties will attempt to resolve any such dispute, the court ultimately will decide any unresolved dispute.

The settlement agreement states that the administrator will make the final determination as to the authenticity of an opt-out request. The documents should reflect instead that the court ultimately will decide any unresolved dispute regarding the authenticity of an opt-out request.

The court is inclined to grant approval of an attorneys' fees request of only 30% of the gross settlement amount, which the court finds fair, adequate and reasonable for the settlement of this size. The parties may either reduce the attorneys' fees request by amendment to the settlement agreement and the class notice, or Plaintiffs shall provide documentation and support for any request higher than this percentage at the final approval stage.

The court shall not approve a direct release of claims by the State of California or the LWDA. Paragraph 5.4 of the settlement agreement must be amended to state: "For the duration of the PAGA Period, **Plaintiffs, on behalf of the State of California and the LWDA**, and to the extent permitted by law, all Aggrieved Employees, are deemed to release . . ."

		<p>The class notice page numbering should start with Page 1.</p> <p>The case is captioned incorrectly on page 1 of the notice, the first bullet point on page 1 of the notice, the workweek dispute form, request for exclusion form, and objection form. The case name should list all of Plaintiffs' names, or state "Juliet Welton, et al."</p> <p>Counsel should propose a realistic Final Approval Hearing date, bearing in mind that all papers in support of the Final Approval Hearing, including detailed hourly breakdowns of plaintiff's attorneys to support a lodestar cross-check, detailed plaintiff attorney cost breakdowns, an Administrator declaration and invoice, and plaintiff's declaration to support the enhancement request, must be filed at least 16 calendar days before the Final Approval Hearing date, to provide enough time for court review, and must be served in compliance with CCP notice of motion requirements.</p> <p>Plaintiffs are ordered to give notice of this ruling to the LWDA and Defendant.</p>
9	30-2024-01428283 Winer vs. Phase II Systems	<p>The tentative ruling is to continue Plaintiff Chrostopher Winer's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement to August 31, 2026 at 1:30 p.m.</p> <p>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.</p> <p>The parties have not adequately explained the purpose of the claim forms in this settlement. This is not a claims-made settlement, but rather one that includes all settlement class members unless they submit a valid request for exclusion. Sections 9 and 10 of the Long Form Notice may confuse class members as they require claim forms to be submitted and set forth a deadline for those forms, but then class members are</p>

also told on page 2 of the notice to “Do Nothing” to participate in the settlement.

The amount of administration costs requested is not defined in settlement agreement and is not properly disclosed in the class notices. The court cannot preliminarily approve this settlement without a concrete maximum amount that will be allocated to the administration costs.

The parties have not identified the cy pres recipient(s) for any remainder amounts in the settlement fund for the court’s preliminary approval.

The settlement agreement in Section IV(51) states that the Administrator will have the final determination of the eligibility of a class member to be included in the settlement. The documents should reflect instead that, while the Administrator and the parties will attempt to resolve any such dispute of eligibility, the court ultimately will decide any unresolved dispute.

The settlement agreement and Section 16 of the Long Form Notice provides that objections to the settlement must be in writing, but that requirement is overly restrictive and arguably inconsistent with CRC Rule 3.769(f). The settlement agreement and class notices must be modified to reflect that either an objection may be in writing, or a class member may orally object or otherwise offer comments at the Final Approval Hearing.

Rather than having class members prepare their own opt-out requests, the class notice must include an exclusion form that class members can complete and submit. The form should be referenced in the class notice.

The court will not issue an injunction against the class members. Res judicata and collateral estoppel arguments should provide defendant with sufficient protection against facing these same claims again. Section IX(81) of the settlement agreement must be removed.

The first page of the Long Form Notice must be numbered.

Section 8 of the Long Form Notice must include the complete release language rather than referencing the settlement agreement.

		<p>The short form postcard notice is illegible as portions are blocked out or have lines through the text. Plaintiff must submit a legible version of the short form notice.</p> <p>Counsel should propose a realistic Final Approval Hearing date, bearing in mind that all papers in support of the Final Approval Hearing, including detailed hourly breakdowns of plaintiff's attorneys to support a lodestar cross-check, detailed plaintiff attorney cost breakdowns, an Administrator declaration and invoice, and plaintiff's declaration to support the enhancement request, must be filed at least 16 calendar days before the Final Approval Hearing date, to provide enough time for court review, and must be served in compliance with CCP notice of motion requirements.</p> <p>Plaintiff is ordered to give notice of this ruling to Defendant.</p>
10	30-2025-01487936 Vu vs. McNally Enterprises	<p>Plaintiff Jimmy Vu's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement is GRANTED ON THE CONDITION THAT page 1 of the class notice lists the page number at the bottom of the page.</p> <p>The court also notes that it is inclined to grant approval of an attorneys' fees request of only 30% of the gross settlement amount, which the court finds fair, adequate and reasonable for the settlement of this size. Plaintiff must provide documentation and support for any request higher than this percentage at the final approval stage.</p> <p>A Final Approval Hearing is set for October 12, 2026 at 1:30 p.m. All papers in support of the Final Approval Hearing, including detailed hourly breakdowns of plaintiff's attorneys to support a lodestar cross-check, detailed plaintiff attorney cost breakdowns, an Administrator declaration and invoice, and plaintiffs' declarations to support the enhancement request, must be filed at least 16 calendar days before the Final Approval Hearing date to provide enough time for court review, and must be served in compliance with CCP notice of motion requirements.</p> <p>Plaintiff is ordered to give notice of this ruling to the LWDA and Defendant.</p>

11	30-2020-01174124 Gutierrez vs. Onyx Paving Company, Inc.	<p>The tentative ruling is to continue the hearing on Plaintiff Jannette Gutierrez’s (“Plaintiff”) Motion for Approval of Settlement Under Private Attorneys General Act (“PAGA”) to October 5, 2026 at 1:30 p.m.</p> <p>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.</p> <p>Plaintiff has not submitted her attorneys’ bills or a detailed hourly breakdown of her attorneys’ hours to support the court’s review of plaintiff’s attorneys’ fees request. Plaintiff is required to provide sufficient information to support the court’s lodestar cross-check of the fee request.</p> <p>The court is inclined to grant approval of an attorneys’ fees request of at most 30% of the gross settlement amount, or \$232,800.00, which the court finds fair, adequate and reasonable for the settlement of this size.</p> <p>The request for attorney costs is not supported by any documentation (bills, receipts, invoices, etc.).</p> <p>Plaintiff has not provided the court with the estimated average payment to aggrieved employees under the proposed settlement, which is needed to assist the court in properly determining the fairness of the proposed settlement.</p> <p>This release of claims in Section 5.4 of the settlement agreement includes a release of claims for violations of Labor Code §§ 200, 206.6, 247.5, 1173, 1174.5, 1175, and 1777.1 but those statutes were not identified in plaintiff’s letter to the LWDA. Since plaintiff did not give the LWDA notice and an opportunity to investigate or pursue litigation itself for violations of those statutes, they may not be the subject of the release in this case. (<i>See LaCour vs. Marshalls of California, LLC</i> (2023) 94 Cal. App. 5th 1172, 1192-96.) Section 5.4 must be amended to remove reference to these Labor Code sections.</p>
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		<p>The court will not approve a settlement that has a PAGA release that directly releases claims by the State of California. Section 5.2 of the settlement agreement must be amended to state: “Plaintiff, on behalf of the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, the Released Parties from . . .”</p> <p>The court will not issue an injunction against aggrieved employees. Thus, Section 5.2 of the settlement agreement must be amended to state: “The Released PAGA Claims are limited to the PAGA Period. All such claims, liabilities or causes of action (including, without limitation, claims for related attorneys’ fees and costs) may be barred as a matter of law by this PAGA Settlement Agreement regardless of the forum in which they may be brought.”</p> <p>The cover letter must explain that no claims for unpaid or underpaid wages have settled, and that this settlement is without prejudice to the pursuit of any such claims.</p> <p>Plaintiff is ordered to give notice of this ruling to the LWDA and Defendant.</p>
12	30-2018-01020192 Shiokari vs. Shiokari	<p>Jose Luis Melendez (“Melendez”) and Martin Galeano Gonzalez (“Gonzalez”) (collectively, “Third-Party Objectors”) objection to Receiver Stephen J. Donell’s (“Receiver”) Motion for an Order Approving the Receiver’s Final Account and Report and for Additional Relief is OVERRULED.</p> <p>Third-Party Objectors jointly object to the Receiver’s Motion as judgment creditors of D&D Carwash II, LLC (“D&D”), a non-party to this action, which was previously owned by Defendant David Shiokari. Objecting Creditors are former employees of D&D, and they both filed employment lawsuits against D&D and obtained judgments against D&D. Melendez has a September 25, 2024 amended judgment for approximately \$9,433.91 in damages, plus \$2,972.20 in prejudgment interest, and \$55,434.00 in attorney’s fees. (Wiseman Dec., Ex. 1.) Gonzalez has a September 25, 2024 amended judgment for approximately \$7,676.75 in damages</p>

plus \$2,160.84 in prejudgment interest, and \$32,314.23 in attorney's fees. (*Id.*, Ex. 2.)

Third-Party Objectors specifically object to the Receiver's request that the court issue an order "barring claims against the Receivership Estate, the Receivership Entities, the Receiver, the Receiver's agents, employees, legal counsel and professionals, FedReceiver, Inc. and Jalmar Properties, Inc." (Notice at p. 2 [Request (13)].) Third-Party Objectors argue that such an order would release all parties from liability for Third-Party Objectors claims, which would prevent Third-Party Objectors from collecting their judgments. However, Third-Party Objectors fail to demonstrate that any of these parties would be liable for Third-Party Objectors' claims or their judgments.

Third-Party Objectors believe that they have a priority claim (for the full amount of their judgments) to funds that the Receiver obtained from the \$600,000.00 sale of D&D (which would have otherwise been paid to David Shiokari). Those funds were collected pursuant to a May 17, 2022 charging order to satisfy The Tomko Limited Partnership ("Tomko") judgment against David Shiokari. Those funds were not the property of D&D, but rather of David Shiokari. The court finds that Third-Party Objectors fail to establish any legal or factual basis for their claim of priority to those funds.

Third-Party Objectors rely upon Labor Code Section 1204 which states: "[W]hen any property is turned over to . . . a receiver or trustee **for the benefit of creditors**, the following claims have priority in the following order: (a) Allowed unsecured claims, **but only to the extent of four thousand three hundred dollars (\$4,300) for each individual** or corporation, as the case may be, **earned within 90 days before the date of . . . the taking over of the property . . .** for . . . (1) **Wages**, salaries, or commissions, including vacation, severance and sick leave pay earned by an individual." (CCP § 1204(a)(1) [emphasis added].) "The above claims shall be paid by the . . . receiver before the claim of **any other creditor of the . . . debtor whose property is so turned over**, and shall be paid as soon as the money with which to pay same becomes available." (CCP § 1204(c) [emphasis added].)

As the language of the statute makes clear, an unsecured claim for wages against a judgment debtor takes priority over claims by other creditors of the judgment debtor: (1) only up to

		<p>\$4,300.00 for each individual, (2) only for wages earned within 90 days before the date the Receiver takes over the property, and (3) only if the Receiver obtained the property for the benefit of that judgment debtor’s creditors. First, Third-Party Objectors seek priority for judgments far exceeding \$4,300.00 per individual. Second, Third-Party Objectors make no showing that the judgments they obtained concerned wages earned within 90 days before the date the Receiver collected the sale proceeds. The court also notes that most of the judgments’ awards were for attorney’s fees, not damages for unpaid wages. Third, as the Receiver points out, D&D is not a Receivership Entity in this action, was not otherwise in receivership, and D&D’s assets were not turned over to the Receiver for the benefit of D&D’s creditors. Instead, the Receiver was taking over David Shiokari’s property (i.e. his interest in the sale proceeds of D&D) for the benefit of David Shiokari’s creditors. As such, Third-Party Objectors have no claim to the funds collected by the Receiver under Labor Code Section 1204.</p> <p>As noted in Third-Party Objectors’ objection, they may be able to satisfy their judgments against D&D by enforcing them against D&D’s successor pursuant to Labor Code sections 200.3(a) and 2066 (which expressly permit recovery of wage claims against successors in the car wash industry), but they have not shown they can enforce their judgments against the Receiver, the Receivership Estate or the Receivership Entities. Based on the foregoing, Third-Party Objectors’ objection is overruled.</p> <p>The clerk is ordered to give notice of this ruling.</p>
13	30-2025-01508372 Bruyn vs. Aluma Medical Aesthetics P.C.	<p>Continued to 8/3/26 at 1:30 p.m.</p> <p>If the plaintiff chooses, the plaintiff may file a sur-reply brief of no more than five (5) pages (exclusive of any supporting declarations) in response to the Supplemental Declaration of Michael Lafkas in Support of Defendants’ Motion to Compel Arbitration and Stay Action.</p>