

Tentative Rulings for June 24, 2026 Department PS1

**To request oral argument, you must notify Judicial Secretary
Carol Delfosse-Kidd at (760) 904-5722
and inform all other counsel no later than 4:30 p.m.**

This court follows California Rules of Court, Rule 3.1308 (a) (1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law & motion matter are posted on the Internet by 3:00 p.m. on the court day immediately before the hearing at [Riverside Superior Court-Tentative Rulings](#). If you do not have Internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, no later than 4:30 p.m. on the court day before the hearing you must (1) notify the judicial secretary for Department PS1 at (760) 904-5722 and (2) inform all other parties of the request and of their need to appear remotely, as stated below. If no request for oral argument is made by 4:30 p.m., the tentative ruling **will become the final ruling** on the matter effective the date of the hearing. **UNLESS OTHERWISE NOTED, THE PREVAILING PARTY IS TO GIVE NOTICE OF THE RULING.**

COUNSEL AND SELF-REPRESENTED PARTIES ARE ENCOURAGED TO APPEAR AT ANY LAW AND MOTION DEPARTMENT TELEPHONICALLY WHEN REQUESTING ORAL ARGUMENTS.

For information and instructions on remote appearances via **ZOOM**, visit the court's website at [Riverside Superior Court-Remote Appearances](#)

You may also make a Telephonic Appearance: On the day of the hearing, call into one of the below listed phone numbers, and input the meeting number (followed by #):

- Call-in Numbers: 1-833-568-8864 (Toll Free), 1-669-254-5252,
1-669-216-1590, 1-551-285-1373 or 1-646-828-7666
- Meeting Number: **160 520 9376**

Please **MUTE** your phone until your case is called and it is your turn to speak. It is important to note that you must call fifteen (15) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.

Riverside Superior Court provides official court reporters for hearings on law and motion matters only for litigants who have been granted fee waivers and only upon their timely request. (See General Administrative Order No. 2021-19-1) Other parties desiring a record of the hearing must retain a reporter pro tempore.

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CASE #	CASE NAME	HEARING NAME
CVPS2303374	THE VONS COMPANIES, INC VS CYCLE GEAR, INC	HEARING RE: MOTION TO DETERMINE GOOD FAITH SETTLEMENT ON COMPLAINT OF THE VONS COMPANIES, INC BY PORTERMATT ELECTRIC, INC

Tentative Ruling: Pursuant to Code of Civil Procedure section 877.6, a plaintiff may settle with one of several joint tortfeasors without releasing the others. The effect of a good faith release is to discharge the party to whom it is given from all liability for any contribution to any other parties. (C.C.P. § 877.) In turn, the good faith settlement reduces the amount recoverable against the others in the amount specified in the agreement or in the amount of consideration paid, whichever is greater. (C.C.P. § 877(a).) Accordingly, a nonsettling party is entitled to a hearing on the issue of the good faith of a settlement entered into by the plaintiff and one or more alleged tortfeasors or co-obligors. (C.C.P. § 877.6(a)(1).)

In moving for a judicial determination of a good faith settlement under C.C.P. § 876, the moving party is not required to initially submit affidavits and declarations setting forth the complete factual background in reference to the *Tech-Bilt* factors; rather, a “barebones motion” setting forth the ground of good faith, accompanied by a declaration setting forth a brief factual background of the case, is sufficient. (*City of Grand Terrace v. Superior Court* (1987) 192 Cal.App.3d 1251, 1262.) “At a minimum, a party seeking confirmation of a settlement must explain to the court and to all other parties: who has settled with whom, the dollar amount of each settlement, if any settlement is allocated, how it is allocated between issues and/or parties, what nonmonetary consideration has been included, and how the parties to the settlement value the nonmonetary consideration.” (*Alcal Roofing & Insulation v. Superior Court* (1992) 8 Cal.App.4th 1121, 1129.)

Here, the Settling Parties’ motion states Plaintiffs have settled with Harco and PorterMatt for the combined amount of \$200,000.00, which is allocated solely toward Plaintiffs’ claimed monetary damages. Accordingly, the joint motion suffices as a “barebones motion.”

After a settlor sets forth a sufficient “barebones” motion, the burden of proof shifts to the party contesting the motion to show that the proposed settlement is not in “good faith,” i.e., that the settlement is so far “out of the ballpark” as to be inconsistent with the equitable objectives of the statute. (C.C.P. § 877.6(d); *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal. 3d 488, 499-500 [“The party asserting the lack of good faith, who has the burden of proof on that issue (§ 877.6, subd. (d)), should be permitted to demonstrate, if he can, that the settlement is so far ‘out of the ballpark’ in relation to these factors as to be inconsistent with the equitable objectives of the statute. Such a demonstration would establish that the proposed settlement was not a ‘settlement made in good faith’ within the terms of section 877.6.”].)

Although Heiliger argues that Settling Parties fail to support their motion with competent, admissible evidence to establish the *Tech-Bilt* factors, Settling Parties are not required to do so until Heiliger, as the nonsettling party, carries its burden to show that the settlement is not in “good faith.” (*City of Grand Terrace, supra*, 192 Cal.App.3d at 1251 [“...although a party moving for a judicial determination of good faith under Code Civ. Proc., § 877.6, need not initially present detailed declarations and affidavits, since

most such motions are unopposed, if the motion is contested the movant should present sufficient counter declarations to negate the opposing party's assertions of lack of good faith and to enable the court to consider and evaluate the various aspects of the settlement."].)

A settlor's percentage of liability is the touchstone question to be considered by the trial court in a contested good faith settlement hearing. (*City of Grand Terrace, supra*, 192 Cal.App.3d at 1262 ["The ultimate determinant of good faith is whether the settlement is grossly disproportionate to what a reasonable person at the time of settlement would estimate the settlor's liability to be."].) As noted, the party claiming the settlement was not in good faith has the burden of proof on this issue. (C.C.P. § 877.6(d).) Here, Heiliger has failed to meet its burden to show that the settlement was not in good faith.

Specifically, Plaintiffs estimate their damages total \$2,180,643.58, which include \$1,648,140.94 that their insurer has paid following the fire, a \$500,000.00 insurance deductible, and costs for running alternative power to the Property following the damage. However, Plaintiffs contend that the damages that they may recover at trial against Settling Defendants may be limited to their \$500,000.00 deductible. (Motion, pp. 9-10.) Accordingly, the \$200,000.00 proposed settlement amount would represent a little over 9% of Plaintiffs' total estimated damages, or 40% of the deductible.

As to Settling Defendants' proportionate liability, the Settling Parties contend that PorterMatt's installation of the Switchgear was done without issue and approved by the City, Plaintiffs, and Harco in 2013. Deposition testimony from Tim Matthews, PorterMatt's Person Most Knowledgeable ("PMK"), states that PorterMatt did not receive complaints from anybody regarding the operation of the Switchgear after it was energized in 2013. (Won Decl., Exh. K, Matthews Depo., 66:22-25.) Accordingly, Settling Defendants have provided sufficient evidence that the settlement is reasonably apportioned to its liability.

Heiliger cites to *Brehm Communities v. Sup. Ct.* (2001) 88 Cal.App.4th 730 and *Greshko v. County of Los Angeles* (1987) 194 Cal.App.3d 822 in support of its position that Settling Parties' valuation of Plaintiffs' estimate of damages and Settling Defendants' proportionate liability cannot be based on conclusory allegations set forth in their attorneys' declarations. However, the *Brehm* and *Greshko* motions were sufficiently opposed by nonsettling defendants to shift the burden back to the settling parties to satisfy the *Tech-Bilt* factors. (*Brehm, supra*, 88 Cal.App.4th at 734; *Greshko, supra*, 194 Cal.App.3d at 832-834.) Specifically, the *Greshko* nonsettling defendants had presented expert testimony disputing the proportionate liability of the settling defendants, which the trial court erroneously dismissed as "self-serving." (*Greshko, supra*, 194 Cal.App.3d at 832-835.) These facts are not present here, as Heiliger has failed to produce any argument or contrary evidence to dispute Settling Parties' rough approximation of Plaintiffs' estimated recovery or Settling Defendants' proportionate liability to shift the burden to Settling Parties to establish the *Tech-Bilt* factors with supporting evidence. Further, as noted above, Plaintiffs produced evidence from PorterMatt's PMK to support their valuation of Settling Defendants' proportionate liability.

Given the above, Heiliger has failed to carry its burden of proof under § 877.6(d) to demonstrate that the proposed settlement is so far "out of the ballpark" as to be inconsistent with the equitable objectives of the statute to sufficiently contest that the settlement was not made in good faith.

Motion to Determine Good Faith Settlement GRANTED.

An updated Proposed Order shall be submitted reflecting that a hearing was conducted and the Motion to Determine Good Faith was granted. The Proposed Order should also reflect dismissal of Harco and Portermatt's separate cross-complaints, if applicable.

Trial Setting Conference is continued to 12.14.26. Parties to submit an updated TSC declaration 10 days prior to the next hearing date. The OSC re TSC declaration is vacated.