

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, March 4, 2026, 3:00 p.m.
Courtroom 16 – Hon. Patrick M. Broderick
3035 Cleveland Avenue, Suite 200, Santa Rosa**

**TO JOIN “ZOOM” ONLINE,
Courtroom 16
Meeting ID: 161-460-6380
Passcode: 840359**

<https://sonomacourt-org.zoomgov.com/j/1614606380?pwd=NUdpOEZ0RGxnVjBzNnN6dHZ6c0ZQZz09>

**TO JOIN “ZOOM” BY PHONE,
By Phone (same meeting ID and password as listed above):
(669) 254-5252 US (San Jose)**

The following tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument as to any motion, YOU MUST notify the Court by telephone at **(707) 521-6725**, and all other opposing parties of your intent to appear by 4:00 p.m. the court day immediately before the day of the hearing. Parties in motions for claims of exemption are exempt from this requirement.

PLEASE NOTE: The Court WILL NOT provide a court reporter for this calendar. If there are any concerns, please contact the Court at the number provided above.

1. **24CV05458, Crisafulli v. Sonoma Media Investments, LLC**

Motion for Preliminary Approval of Class Action and PAGA Settlement GRANTED in full. The court sets a hearing for final approval on July 15, 2026, at 3:00 p.m. in Dept. 16.

Facts

After Plaintiffs filed this putative class and representative employment action for violations of Labor Code wage-and-hour provisions and the Private Attorneys General Act (“PAGA”), the parties entered into a stipulation allowing Plaintiffs to file a first amended complaint (“FAC”). In the FAC, plaintiffs allege that when Defendants employed them, Defendants committed numerous wage-and-hour violations with respect to Plaintiffs and other similarly-situated employees, including, among others, meal-break violations, failure to pay overtime, and failure to pay minimum wage.

Settlement

On December 12, 2024, the parties took part in a formal mediation session before a neutral mediator and, although the parties initially were unable to reach an agreement, on December 16, 2024, they mutually agreed to accept the mediator’s proposal. Declaration of Alexandra Rose (“Rose Dec.”), ¶13. The parties eventually executed a final, written Joint Stipulation of Class Action and PAGA Settlement (the “Settlement”) on August 25, 2025.

Motion

In their Motion for Preliminary Approval of Class Action and PAGA Settlement, Plaintiffs move the court for preliminary approval of the Settlement. They set forth the Settlement terms and procedures, contending that it is fair and reasonable in compliance with the applicable authority.

There is no opposition.

Authority Governing Approval of Class Settlements

Settlement of a class action requires court approval after a hearing. California Rule of Court (“CRC”) 3.769(a). The Court ultimately must determine that the settlement is fair, adequate and reasonable. CRC 3.769(g); *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785; *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576, 581. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; see also Fed. Rule of Civ. Proc., Rule 23(e). The trial court has broad powers and discretion to do so. *Clark, supra*, 175 Cal.App.4th 798; *Kullar v Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116; 127-128; *Mallick v. Superior Court* (1979) 89 Cal. App. 3d 434.

Court approval of a class action settlement is a two-step process. CRC 3.769; *Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 336. As explained in *Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, at 336-337,

The trial court has broad discretion to determine whether a class action settlement is fair. It should consider 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. [Citations.] But 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. [Citation.]” [Citation.] In sum, the trial court must determine that the settlement was not the product of fraud, overreaching or collusion, and that the settlement is fair, reasonable and adequate to all concerned.

The *Reed* court added, at 337, that the party seeking settlement approval has the burden of showing the settlement to be “fair and reasonable” but that nevertheless “there is a presumption of fairness when: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the trial court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” See also *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.

A trial court must nonetheless consider sufficient information to determine the value of the claims and strength of the case. *Kullar v Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, at 120, 130, 132; *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, at 798-801; *Munoz v. BCI Coca-Cola Bottling Company of Los Angeles* (2010) 186 Cal.App.4th 399; and *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576. Accordingly, a trial court will abuse its discretion in finding a settlement to be fair and reasonable if it fails to “receive and consider sufficient information on a core legal issue, affecting the strength of the case for plaintiffs on the merits, to make the requisite independent assessment of the reasonableness of the terms of the settlement.” *Kullar v Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 120, 130, 132; *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 798-801. The court must be able to form “an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.” *Kullar, supra*, 168 Cal.App.4th, 120, 132.

A party to the settlement agreement may bring a noticed motion for preliminary approval. CRC 3.769(c). If a party does so, it must file the settlement agreement and send notice to class members. *Ibid.* Rule 3.769(c) states, in full, “[a]ny party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement

and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion.” Preliminary approval is appropriate as long as the proposed settlement falls within the range of reasonableness and may be appropriate for possible final approval. As the court stated in *Officers for Justice v. Civil Serv. Comm’n* (9th Cir.1982) 688 F.2d 615, at 628, “[i]t is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair.” See also *In re Mego Financial Corp. Secs. Litig.* (9th Cir.2000) 213 F.3d 454, at 459. The court in *Mego Financial Corp.* found that a class settlement recovering about 16% of the total potential recovery was reasonable.

PAGA Authority

An action under the Labor Code Private Attorney General Act (“PAGA”), at Labor Code (“Lab.Code”) section 2698, et seq., is a representative action where plaintiff stands in the role of the Labor Commissioner to recover penalties for certain violations of California labor law. *Arias v. Sup.Ct.* (2009) 46 Cal.4th 969, 985-986; Lab.Code section 2699.

An employee may have a private right of action to sue directly and also a right to bring a PAGA action based on the same conduct. Lab.Code section 2699(g)(1); *Caliber Bodyworks, Inc. v. Sup.Ct.* (2005) 134 Cal.App.4th 365, 375.

PAGA does not indicate what factors a court must consider for approving a settlement but federal decisions addressing PAGA settlements have found it appropriate, but not necessarily required, to consider traditional class-action standards and those set forth in *Hanlon v. Chrysler Corp.* (9th Cir.1998) 150 F.3d 1011, or “any other coherent analysis.” *O’Connor v. Uber Technologies* (N.D. Cal.2016) 201 F.Supp.3d 1110, 1134. As set forth in *Hanlon*, courts have considered factors such as the strength of the claim, risk, expense, complexity, amount and terms of settlement, discovery, and experience of counsel.

In any case, as noted above, this action also involves certification of a class, so the court must address the standards and factors for class certification.

Negotiation and Settlement

The parties took part in a formal, adversarial arms-length mediation session before a neutral mediator and were initially unable to reach an agreement. Rose Dec., ¶¶13, 24-27. However, three days later, on December 16, 2024, they mutually agreed to accept the mediator’s proposal and eventually executed the written Settlement several months later on August 25, 2025. Before the mediation, the parties engaged in extensive informal discovery and Defendant produced a random sampling of putative class members’ time and pay information.

The Settlement, Notice and Notice Plan

Plaintiffs set forth the details of the Settlement at Rose Dec., ¶¶17-23 and the Memorandum of Points and Authorities (“Ps&As”) 1:8-24 and 3:17-8:5, while attaching the Settlement itself as Ex. 3, starting at page 45 of the Rose Dec. document. The following information is taken directly from the above-cited portions of the moving papers.

As the moving papers there demonstrate, the Settlement covers a class about 157 current and former non-exempt employees (the “Class Members”) employed by Defendant in California during the class period, defined as September 12, 2020, through March 15, 2025 (the “Class Period”). The PAGA Period is defined as September 12, 2023, through March 15, 2025, and those who worked during the PAGA Period are referred to as the PAGA Employees.

The parties have agreed to settle the class and PAGA claims in the FAC for a non-reversionary “Gross Settlement Amount” (“GSA”) of \$350,000, exclusive of employer-side payroll taxes, a common fund which includes all costs, fees, and other allocations. Attorneys’ fees will amount to 35% of the GSA while the attorneys will recover actual costs and expenses up to \$25,000, from the GSA. Each named Plaintiff will receive an enhancement payment of \$7,500, a total of \$15,000, from the GSA. Another \$25,000 from the GSA will be allocated to the PAGA

amount with 65% payable to the Labor and Workforce Development Agency (“LWDA”) and the remaining allocated to the PAGA Employees. Settlement administration costs will not exceed \$9,000 and will be paid from the GSA. As a result, the net settlement amount (“Net Amount”) is estimated to be about \$153,000 and this will be distributed to the Class Members. Since this is non-reversionary, no amount will revert to Defendant and the full amount will be distributed to the members and LWDA. Any unclaimed portions will be distributed to the state Unclaimed Property Fund in the name of the employee. Individual shares will be apportioned with 20% as wages and the rest as penalties, interest, and non-wage damages. Wages will be reported on IRS Form W-2 and the rest on IRS Form 1099.

Within 14 days of entry of the order for preliminary approval, Defendant will provide a list with each members name, last-known mailing address, Social Security number, number of workweeks, number of PAGA workweeks (the “Class List”). The Administrator will, within 14 days after receipt of the Class List, perform a search with the National Change of Address Database or similar available services, for updated information.

The Administrator will mail to the members, at the most recent identifiable address, a class notice (the “Notice”), attached as Ex. A to the Settlement, which again is Ex.3 to the Rose Dec. The Notice will be in both English and Spanish.

who will have until 45 calendar days from the date of initial Notice mailing (the “Response Deadline”) to submit a request for exclusion, written objection, or a workweek or pay period dispute. It will explain how to object or opt out or submit a dispute. The Response Deadline will be extended to the next day that the United States Postal Service (“USPS”) is open if it falls on a day when the USPS is closed. If re-mailing the Notice is required for any member, that member will have an additional 15 calendar days. Class Members may also object in person at the final approval hearing. SA ¶4.4.

Class Members who do not opt out will become participating members bound by the Settlement and they will be mailed a settlement check in an amount equal to their pro rata share of the Net Amount based on a calculation of the number of eligible workweeks worked. PAGA members will also similarly receive a pro rata share of the PAGA Payment. Participating Class Members must cash the check within 180 days of issuance and any unclaimed amounts will be paid to the State Unclaimed Property Fund for the benefit of the members who failed to cash their checks, until they claim the property.

Reasonableness and Fairness

The discussion of the claims, investigation, analysis, and exposure must, as noted above, comply with the principles set forth in *Kullar v Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, at 120, 130, 132; *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, at 798-801; *Munoz v. BCI Coca-Cola Bottling Company of Los Angeles* (2010) 186 Cal.App.4th 399; and *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576.

With respect to PAGA, Lab. Code section 2699(e)(2) states that the “court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”

Plaintiffs calculate that Defendant’s maximum exposure would be about \$3,214,236 should Plaintiffs prevail on all claims for each employee. Rose Dec., ¶28. Plaintiffs present a detailed explanation and analysis of the claims, Defendant’s arguments in denying liability, and the valuation of the specific claims. Ps&As 10-11; Rose Dec. ¶28-39. Plaintiffs present an explanation of the risks, the strengths of the claims. For example, they explain the uncertainties over the recovery regarding rest-period violations, a large portion of the potential liability. They note that Defendant contends that it had on paper a lawful rest-period policy while Defendant was not

required to record breaks, so there is uncertain evidence on this issue. They also discuss the uncertainties over showing willful wage-statement violations under Lab. Code section 203. Defendant has denied liability and there is therefore, overall, a meaningful discussion. Ultimately, Plaintiffs explain that they discounted the estimated liability by about 65%, to \$438,812, after taking into account the risks and costs of continued litigation along with the strengths and weakness of the claims. Plaintiffs therefore do much more than merely provide the ultimate conclusions of their attorneys.

Although the court cannot find an express statement of the average payout for the members, the court notes that, as set forth above, there are 157 members and that the Net Amount for distribution is \$153,000. This results in an average of about \$974.52 to each member, if evenly split. Some will, of course receive more and some less based on the number of hours.

The court finds the Settlement to be potentially fair and reasonable for the purposes of preliminary approval. The amount is substantial in total and not a de minimis amount for each member, on average.

The court preliminarily finds the Settlement to be fair and reasonable.

Reasonableness of the Enhancement for Named Plaintiffs

Incentive or enhancement awards to named plaintiffs as class representatives are allowable and even “fairly typical” in class actions. In re Cellphone Fee Termination Cases (2010) 186 Cal.App.4th 1380, 1393-1394; Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807; see also Rodriguez v. West Publishing Corp. (9th Cir.2009) 563 F.3d 948, 958. They are discretionary and they are intended to compensate the named representatives for work and effort as well as “financial or reputational risk” in being willing to bring the action. In re Cellphone Fee Termination Cases, supra; Clark, supra.

The enhancement or service award to the named Plaintiffs also appears on its face potentially reasonable. At a total of \$15,000, from the GSA of \$350,000, the enhancement is just over 4% of the GSA. At \$7,500, each enhancement award is about 7.69 times the average payout to Class Members. This is not particularly high in this court’s experience and is well below the enhancement of Clark, supra, roughly 44 times the average payout, which the court in Clark found to be unsupported based on the conclusory support provided in that case. Plaintiffs, moreover, have expended considerable time and energy far exceeding the relatively small individual payments class members may expect. Again, the court will address the propriety of this award more fully in the final hearing, but the court finds this at this time to be reasonable and fair and finds the information on this point to be sufficient at this time.

Attorneys’ Fees and Costs

Under Lab. Code sections 226(e), 1194(a), and 2699(g), prevailing employees are entitled to an award of fees and costs.

The Supreme Court in *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480 noted that in settlement of class-action cases such as this, there are two different methods for determining a reasonable and appropriate award of attorney’s fees, both methods being acceptable and within the discretion of the court. One is the traditional lodestar approach, and the other is the percentage method.

In figuring fees in such cases, courts generally use the “lodestar” approach, basing the decision on the number of hours reasonably expended multiplied by the reasonable hourly rate in the community for similar work. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1136 (anti-SLAPP context); *Serrano v. Priest* (1977) 20 Cal.3d 25, 28 (*Serrano III*) (private attorney general doctrine, now CCP section 1021.5); *Robertson v. Fleetwood Travel Trailers of Cal., Inc.* (2006) 144 Cal.App.4th 785, 819 (under Song-Beverly Consumer Warranty Act). The court should consider a wide variety of factors, including the nature of the litigation, the difficulty, the amount involved, the

skill, the success, the attorneys' experience, the importance of the litigation, and the time consumed. *Church of Scientology v. Wollersheim* (1996) 42 Cal.App.4th 628, 638-639; *Stokus v. Marsh* (1990) 217 Cal.App.3d 647, 656-657. Finally, the court may apply a fee enhancement modifier to take into account a risk in contingency situations of not being reimbursed due to the nature of the work. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1131-1140. Courts under this approach multiply the time spent by the reasonable fee, rather than focusing on the fees "actually" charged. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1094-1096.

The court should consider a wide variety of factors, including the nature of the litigation, the difficulty, the amount involved, the skill, the success, the attorneys' experience, the importance of the litigation, and the time consumed. *Church of Scientology v. Wollersheim* (1996) 42 Cal.App.4th 628, 638-639; *Stokus v. Marsh* (1990) 217 Cal.App.3d 647, 656-657. Finally, the court may apply a fee enhancement modifier to take into account a risk in contingency situations of not being reimbursed due to the nature of the work. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1131-1140. Courts under this approach multiply the time spent by the reasonable fee, rather than focusing on the fees "actually" charged. *PCLM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1094-1096.

The court must determine "whether under all the circumstances of the case the amount of actual time expended and the monetary charge being made for the time expended are reasonable." *Karapetian v. Kia Motors Am., Inc.* (C.D. Cal. 2013) 970 F.Supp.2d 1032, 1036, quoting, *Nightingale v. Hyundai Motor Am.* (1994) 31 Cal.App.4th 99, 104; see also, *Doppes v. Bentley Motors, Inc.* (2009) 174 Cal.App.4th 967, at 998. The prevailing party "bears the burden of demonstrating all of the following: 'the [attorneys'] fees incurred were allowable, were reasonably necessary to the conduct of the litigation, and were reasonable in amount.'" (Ibid, citing, *Nightingale, supra*, 31 Cal.App. 4th at 104, quoting, *Levy, supra*, 4 Cal.App.4th at 816.

The court retains discretion to reduce the fee award where fees were not reasonably incurred. Ibid, citing, *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 ("Padding" in the form of inefficient or duplicative efforts is not subject to compensation."); *Gorman v. Tassajara Dev. Corp.* (2009) 178 Cal.App.4th 44, 90-92 ("A reduced [attorneys' fees] award might be fully justified by a general observation that an attorney...submitted a padded bill or that the opposing party has stated valid objections"). "If the time expended or the monetary charge being made for the time expended is not reasonable under all the circumstances, then the court must take this into account and award attorney fees in a lesser amount." Ibid, citing, *Nightingale, supra*, 31 Cal.App.4th at 104; see also, *Levy v. Toyota Motor Sales, U.S.A., Inc.* (1992) 4 Cal.App.4th 807, 815-816.

The reasonable hourly rate is generally "that prevailing in the community for similar work." *City of Santa Rosa v. Patel* (2010) 191 Cal.App.4th 65, 69, quoting *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095; see also *Rey v. Madera Unified Sch. Dist.* (2012) 203 Cal.App.4th 1223, 1241; see also, *Ketchum, supra*, 24 Cal.4th at 1132 (hourly rate used in lodestar calculation is "the basic fee for comparable legal services in the community;"); *Serrano v. Unruh* (1982) 32 Cal.3d 621, 640, fn. 31 (lodestar calculation uses the "comparable salaries earned by private attorneys with similar experience and expertise in equivalent litigation," or "hourly amount to which attorneys of like skill in the area would typically be entitled."); *Children's Hosp. & Med. Ctr. v. Bontá* (2002) 97 Cal.App.4th 740, 783 (the court is often called upon to determine reasonable hourly rates of attorneys who appear in front of it and in order to determine "reasonable market value" and must determine whether the requested rates are "within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work" in the community.).

In *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, employees brought a class action for wage-and-hour violations against their employer and eventually entered into a settlement with defendant. The trial court overruled a class member's objections and approved the settlement, which included provision for the class attorneys to recover 1/3 of the settlement as attorneys' fees.

The court of appeal affirmed and ultimately the Supreme Court affirmed, holding that it was appropriate to employ a percentage method as the primary calculation for an award of attorneys' fees. The court noted that awards of attorneys' fees are reviewed for abuse of discretion on the basis that the trial judge is the best judge of the value of the services so the trial court's decision is presumed to be reasonable and will not be overturned unless "clearly wrong." *Laffitte*, 488. The court noted, at 490,

Two primary methods of determining a reasonable attorney fee in class action litigation have emerged and been elaborated in recent decades. The percentage method calculates the fee as a percentage share of a recovered common fund or the monetary value of plaintiffs' recovery. The lodestar method, or more accurately the lodestar-multiplier method, calculates the fee "by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate. Once the court has fixed the lodestar, it may increase or decrease that amount by applying a positive or negative 'multiplier' to take into account a variety of other factors, including the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented." [Citation.]

The two approaches to determining a fee contrast in their primary foci: "The lodestar method better accounts for the amount of work done, while the percentage of the fund method more accurately reflects the results achieved." [Citation.]

The court then noted the various argument supporting and criticizing the two methods before concluding, at 503,

that use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [Citations]—convince us the percentage method is a valuable tool that should not be denied our trial courts.

In the end, it found that the settlement term award up to 1/3 of the award as attorneys' fees was not an abuse of discretion.

A payment of attorneys' fees as high as roughly 1/3 of the total recovery is generally in line with class action fee awards based on the percentage of the benefit. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n11. As the court in *Chavez* stated, where an attorney's initial award was 30.3 percent of the benefit the final fee award was 27.9 percent of the benefit, this was 'not out of line with class action fee awards calculated using the percentage-of-the-benefit method: "Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." [Citation.]'

Awards even higher than 1/3 or 33% have sometimes been found appropriate and approved. See, e.g., *Roos v. Honeywell Int'l, Inc.* (2015) 241 Cal.App.4th 1472. In *Roos*, the court found a fee

award in a class-action settlement of 37.5% not to be an abuse of discretion, noting that the settlement had allowed an award of up to 37.5% subject to a subsequent final determination of the amount, and that the award at the limit was ultimately approved based on the showing that was below the amount that could have been awarded using the lodestar method.

The issue of fees and costs will be addressed more fully in the hearing on the final approval but the amounts seem potentially appropriate here. It is limited to 35% of the GSA, far smaller than the Net Amount, while costs are capped at \$25,000.

PAGA Notice

When intending to bring a PAGA action, an employee must first notify the Labor and Workforce Development Agency (“LWDA”) and, in some instances, also the Division of Occupational Safety and Health and give them an opportunity to determine whether to handle the matter or give notice that they do not intent to do so, allowing the employee to proceed with the lawsuit only after the agency provides such notice or fails to act within the specified time. Lab.Code section 2699.3. PAGA also requires notice to the LWDA and court approval of any settlement of an action filed pursuant to PAGA. Lab.Code section 2699(1)(2).

Plaintiffs notified the LWDA of the Settlement on October 23, 2025. Rose Dec., ¶48, Ex.4. Plaintiffs have satisfied this requirement.

Notice to Members

A primary issue for the court to determine at this point is the adequacy of the Notice to the potential members of the settlement. The Notice must include the time, date, and place of the approval hearing as well as any other information found to be necessary. CRC 3.769(e). It must contain an explanation of the proposed settlement and procedures to follow in filing written objections or arranging to appear and state objections. CRC 3.769(f). As the court put it in *Churchill Village LLC v. Gen. Elec.* (9th Cir.2004) 361 F.3d 566, at 575, “[n]otice is satisfactory if it ‘generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.’ [Citation.]” Otherwise, the form, content, and service method of the notice are in the court’s discretion. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 251. Individually mailing or e-mailing the notices is a standard method and ordinarily sufficient to comply with ‘[t]he standard [of] whether the notice has “a reasonable chance of reaching a substantial percentage of the class members.” [Citation.]’ *Wershba, supra*, 251.

The Notice plan is set forth above. The court finds it to be sufficient and accordingly APPROVES it.

The proposed Notice is attached as Ex. A to the Settlement, filed with the court in the Rose Declaration. It appears to contain all of the requisite information and presents it, as well as key points about the member’s options in a clear, easily readable format with appropriate sections in bold, specific points clearly separated out by number with clear headings, dividing the information into clear, easily identifiable sections.

This Notice appears to be adequate. Notably, it identifies the Administrator and the attorneys for both parties clearly, with the contact information standing out clearly. It contains separate mentions of the final hearing, date, time, and place and of these the final one is separated out with its own clear, separate heading for the final hearing clearly indicating the relevant dates and times. There is also a separate, clearly marked section for whom to contact, clearly identifying the Administrator and also stating that the Class Member may instead contact the attorneys, directing the member to the section with the attorneys’ contact information. Each topic is marked out in a separate section with clear title underlined and in bold lettering.

This Notice is sufficient and the court APPROVES it.

Settlement Class Certification

No class has yet been certified and Plaintiff's motion properly seeks conditional certification of a class for settlement purposes. Parties in a matter not yet certified as a class action may stipulate that a class be conditionally certified for the purposes of settlement only, but the class must still meet the standard requirements for a class action. *Amchem Products, Inc. v. Windsor* (1997) 521 U.S. 591, 625-627.

Class Certification Requirements

In California, CCP §382 generally governs certification of class actions and, by requiring an ascertainable, numerous class and a well-defined "community of interest" among class members, has class conditions similar to those in federal court. *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Under CCP §382, "community of interest" requires three elements to be met: 1) predominant common questions of law or fact; 2) the class representatives have claims or defenses typical of the class, and 3) the class representative must adequately represent the class. *Id.*

There is of course no need to identify the individual potential class members and one case held a class identifiable where it consisted of all who rented cars from Hertz in California over four years, with potentially 5 million people. *Lazar v. Hertz Corp.* (1983) 143 Cal.App.3d 128, 138; *Daar v. Yellow Cab Co.* (1967) 67 Cal.2d 695, 706. The Supreme Court also made clear in *Daar, supra*, at 706, 715, that a class action is particularly warranted where the issues involve a large number of small claims. It explained that "[i]t is more likely that, absent a class suit, defendant will retain the benefits from its alleged wrongs."

Numerosity

Where there are many claims unlikely to be pursued individually, class certification is especially appropriate. *Daar, supra*, 706, 715. See *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, at 934 (class of 42 sufficiently numerous for class certification); *Occidental Land, Inc. v. Sup.Ct.* (1976) 18 Cal.3d 355, 364, fn.7 (class of just over 150 sufficiently numerous, and adequately impracticable to bring before the court individually, to support class certification).

The class consists of about 157 which is numerous. This factor supports class certification.

Identifiability

The evidence demonstrates that the class is easily identifiable from employment records and the parties have already identified the members and the number. This factor supports class certification.

Likelihood of Individual Lawsuits

It seems unlikely that each potential member would bring an individual suit given the nature of the circumstances, fear of retribution, and small size of the claims. Employment cases such as this are classic examples of cases where individual lawsuits are unlikely and class certification appropriate. This factor supports class certification.

Community of Interest

As explained in *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, at 470, the community-of-interest requirement consists of three factors:

- 1) common questions of fact or law predominate;
- 2) the class representative(s) has(have) claims typical of the class; and
- 3) the class representative(s) can adequately represent the class.

The representative's claim need not be identical to those of others. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 45. The representative basically has to have the same interest with respect to Defendants' actions and the amount of damage to each member is irrelevant. *Rosack, supra*, 762-763. "The commonality test is qualitative rather than quantitative-one significant issue common to the class may be sufficient to warrant certification." *Dukes v. Wal-Mart, Inc.* (9th Cir.2007) 509 F.3d 1168, 1177. Moreover, "[a]ll questions of fact and law need not be common to satisfy the rule.

The existence of shared legal issues with divergent factual predicates is sufficient, as is a common core of salient facts coupled with disparate legal remedies within the class.” *Ibid*.

Notably, as mentioned, use of statistical analyses is appropriate in determining commonality of factual and legal issues. *Dukes v. Wal-Mart, Inc.* (9th Cir.2007) 509 F.3d 1168, 1179-1180. The 9th Circuit in *Dukes v. Wal-Mart, Inc.*, 509 F.3d 1168, at 1180, ruled that it was proper to demonstrate class-wide discrimination using statistical analyses in certifying a *nationwide* class of employees, with data from 41 regions, each with 80-85 stores.

Plaintiff here alleges class-wide policies applied uniformly across the class with differences depending primarily on objectively identifiable distinctions such as the amount of pay periods worked at home. This indicates a community of interest generally.

Common Questions of Law or Fact

Logically, where the alleged wrongdoing is a company-wide policy, this extends the wrongful conduct, at least in its basic, general application, to the entire class. See *Miller v. Woods* (1983) 148 Cal.App.3d 862, 874 (common-question requirement “patently satisfied” where class challenged enforcement of a state regulation because it by definition affected the different members of a broad group similarly).

The factual and legal issues are generally common across the class and easily identifiable without particularized determinations or disputes of factual details. This demonstrates common questions of both law and fact, with only minor factual differences depending on objectively identifiable information such as the hours each employee worked. This factor supports class certification.

Typicality

As the 9th Circuit stated in *Dukes v. Wal-Mart, Inc.* (9th Cir.2007) 509 F.3d 1168, at 1184, “representative claims are ‘typical’ if they are reasonably coextensive with those of absent class members; they need not be substantially identical.”

The representative Plaintiffs’ claims seem typical here, and basically the same as the other members. This supports class certification.

Conclusion

The court GRANTS the motion in full. Plaintiffs shall prepare and serve a proposed order consistent with this tentative ruling within five days of the date set for argument of this matter. Opposing counsel shall inform the preparing counsel of objections as to form, if any, or whether the form of order is approved, within five days of receipt of the proposed order. The preparing party shall submit the proposed order and any objections to the court in accordance with California Rules of Court, Rule 3.1312.

2. 24CV06067, Cover v. Heun

Petition GRANTED.

Facts

Petitioner brings this action on October 7, 2024, to confirm an arbitration award resulting from an arbitration pursuant to Business and Professions Code section 7085.5. Petitioner filed proof of service for the summons and petition on February 24, 2025, showing that personal service on Respondents had taken place on October 16, 2024. Petitioner filed another proof of service on June 12, 2025, showing personal service of the summons and petition on Respondents taking place on May 6, 2025. Respondents never appeared and eventually Petitioner filed a motion to confirm the award pursuant to the petition and a notice of hearing on September 8, 2025.

At the original hearing on the petition, this court continued the matter to March 4, 2026, because Petitioner had failed to provide a declaration or a proof of service for the motion and hearing.

Motion

This matter is on calendar for the petition, continued due to the prior defects. Petitioner asks the court to rule on the petition and confirm the arbitration award as requested in the petition.

There is no opposition.

Applicable Authority

California Code of Civil Procedure (“CCP”) §1285 states that any party to an arbitration award may petition the court to “confirm, correct, or vacate the award.”

According to CCP §1288, a petition to confirm an award must be served and filed within 4 years of service of the award on the petitioner. A petition to vacate or correct an award must be filed within 100 days of service of the signed award on petitioner. CCP § 1288 states, in full, “[a] petition to confirm an award shall be served and filed not later than four years after the date of service of a signed copy of the award on the petitioner. A petition to vacate an award or to correct an award shall be served and filed not later than 100 days after the date of the service of a signed copy of the award on the petitioner.”

A “response” may ask the court to dismiss the petition or confirm, correct, or vacate the award. CCP §1285.2 CCP §1288.2 requires such a response to be filed and served within 100 days of service of the signed award and states, in full,

A response requesting that an award be vacated or that an award be corrected shall be served and filed not later than 100 days after the date of service of a signed copy of the award upon:

- (a) The respondent if he was a party to the arbitration; or
- (b) The respondent's representative if the respondent was not a party to the arbitration.

CCP §1290.4(a), (b), and (c) set forth the requirements for serving the petition. They are: (a) in the manner provided in the arbitration agreement; (b) if service was made in this state, in the manner provided for service of the summons; or, (c) if the agreement did not specify, and defendant/respondent has *already either appeared or earlier been served in the manner required for a summons or complaint*, then service must be made in accordance with CCP § 1010 et seq. Section 1012 allows service by mail.

The petitioner must also serve not only the petition, but also “written notice of the time and place of the hearing thereof and any other papers upon which the petition is based shall be served in the manner provided in the arbitration agreement for the service of such petition and notice.” CCP §1290.4(a). According to subdivision (b)(2), the petitioner may serve a respondent outside of this state either by personal service or by mailing a copy by registered or certified mail and that in such instances, the hearing may not be “until at least 30 days after the date of such service.”

The allegations of the petition are deemed admitted “unless a response is duly served and filed.” CCP §1290. The “allegations of a response are deemed controverted or avoided.” Ibid. Section 1290.6 requires the response to be served and filed within 10 days of the service of the petition if the petition was served in compliance with the law and on a party within this state. The allegations of the petition are deemed admitted “unless a response is duly served and filed.” CCP §1290. The “allegations of a response are deemed controverted or avoided.” Ibid. Section 1290.6 requires the response to be served and filed within 10 days of the service of the petition if the petition was served in compliance with the law and on a party within this state. Section 1290.6 adds that in the event that service is in accord with section 1290.4(b)(2), on someone outside of this state, then the responses is due within 30 days after service of the petition.

Discussion and Conclusion

Service of the petition and the motion with notice of hearing are sufficient in accordance with the above authority. The proofs of service for the petition and summons show personal service on Respondents in California. The proof of service for the motion and hearing likewise show personal service in California.

The petition shows that the award was entered pursuant to a duly noticed arbitration referral of a dispute pursuant to the California Contractor's License Board Arbitration Program and that the award was issued in favor of Petitioner against Defendants on April 2, 2024, with notice sent to Petitioner on April 24, 2024. Petitioner filed this action about 6 months after the issuance of the award, well under the 4 year deadline for doing so. Despite proper service as described above, Respondents have never appeared or challenged this petition in any way, so the allegations of the petitioner are deemed admitted. Moreover, the moving papers, including the declaration now filed along with the exhibits, further demonstrate the allegations.

The court GRANTS the petition in full. The prevailing party shall prepare and serve a proposed order consistent with this tentative ruling within five days of the date set for argument of this matter. Opposing party shall inform the preparing party of objections as to form, if any, or whether the form of order is approved, within five days of receipt of the proposed order. The preparing party shall submit the proposed order and any objections to the court in accordance with California Rules of Court, Rule 3.1312.

3. 24CV06214, Midland Credit Management Inc. v. Alton

Motion to Vacate Entry of Default and Default Judgment CONTINUED to the law and motion calendar of July 15, 2026, in Department 16 at 3:00 p.m. because there is no proof of service showing notice of this hearing. Prior to the new hearing, the moving party must file timely proof of service in accord with California Rule of Court 3.1300, demonstrating service of notice of the hearing.

Facts

Plaintiff filed this action to collect on a money debt, alleging common counts. Plaintiff filed proof of service on November 4, 2024, showing personal service of the summons and complaint on Defendant on November 3, 2024, at 390 Laguna Vista Rd., Santa Rosa, CA. Defendant failed to appear, so Plaintiff obtained entry of default on January 28, 2025, and a judgment on February 4, 2025.

Motion

Defendant moves the court to vacate the default and judgment on the basis that she had no notice. She contends that the proof of service provides an incorrect description of the person served at her address.

There is no opposition.

Applicable Authority

CCP §473(b) allows plaintiffs and defendants to set aside dismissals or defaults based on mistake, inadvertence, surprise, or excusable neglect. CCP § 473(b). “[D]iscretionary relief under the statute is not limited to defaults, default judgments, and dismissals, but is available from any judgment.” *English v. IKON Business Solutions, Inc.* (2001) 94 Cal.App.4th 130, 149; see also *Las Vegas Land & Development Co., LLC v. Wilkie Way, LLC* (2013) 219 Cal.App.4th 1086, at 1092-1093 (quoting and relying on *English*).

This motion must normally be made within a reasonable time, not to exceed 6 months from the date the order was entered. CCP §473(b). The motion must be brought within 6 months and the

grounds for seeking the relief do not affect the deadline. *Arambula v. Union Carbide Corp.* (2005) 128 Cal.App.4th 333, 345.

A judgment may be set aside where void pursuant to CCP section 473(d). Such an order may apply where there is lack of actual or constructive notice and no valid service. *Lovato v. Santa Fe Int'l Corp.* (1984) 151 Cal.App.3d 549, 553 (void for lack of notice where discovery requests served only on defendant's attorney, who had been suspended by state bar and lacked authority to represent party); *Gibble v. Car-Lene Research, Inc.* (1998) 67 Cal.App.4th 295, 313 (lack of proper service renders judgment void). Where the judgment is void, the moving party need not show a meritorious defense. CCP section 473(d); *Peralta v. Heights Medical Center, Inc.* (1988) 485 U.S. 80, 86-87. However, where the motion is based on lack of, or improper, service, where there has been actual notice, substantial compliance with the service requirements will defeat a motion to vacate. *Gibble, supra*.

Where service of summons, etc., is simply improper or does not give the defendant or cross-defendant actual notice in time to defend the action, but judgment otherwise appears facially valid, the court may grant relief from a default or default judgment on that basis. CCP section 473.5. However, a motion for relief from a judgment *valid on its face but void for improper service* must be brought within the earlier of 2 years from entry of default judgment, or 180 days after the party receives written notice, pursuant to CCP section 473.5. *Rogers v. Silverman* (1989) 216 Cal.App.3d 1114, 1121-1122 (process server served the wrong person, but service facially valid, so 2 years deadline); see also *Gibble v. Car-Lene Research, Inc.* (1998) 67 Cal.App.4th 295, 300, n.3.

Proof of Service and Notice

Defendant filed proof of service for the moving papers, but this was attached to the moving papers and shows service prior to filing and obtain a hearing date. Accordingly, there is no proof of service for anything showing notice of the hearing. The court CONTINUES the motion on this basis and requires Defendant to file timely proof of service showing notice of the new hearing.

Substantive Discussion

Defendant claims that she was never served and lacked actual notice. However, service and notice are on the face of the record, valid. Plaintiff demonstrated timely personal service at Defendant's address, which is the same address which Defendant gives as her address of record. The proof of service shows personal service on a woman who identified herself as Defendant and it includes details of the woman and her dogs. Defendant does not refute this but merely claims that the description of the woman and dogs differs from what she considers her actual appearance, and she disputes the breeds of dogs mentioned. These are possible bases for raising a dispute, but Defendant is unpersuasive here. She offers no other explanation regarding the situation.

Conclusion

The court at this time CONTINUES the motion due to lack of complete proof of service.

4. 25CV00998, Middleton v. County of Sonoma

Motion to Compel Further Discovery Responses from Plaintiff Elaine Middleton and Request for Sanctions GRANTED in part, as set forth below. The court denies the motion as to special interrogatories 1, 4, 7, 10, and 13 but grants the motion as to the remaining discovery at issue. Sanctions of \$1,130.50 awarded to the moving party.

Facts

In her First Amended Complaint ("FAC"), Plaintiff complains that on April 9, 2024, she suffered injuries when, whilst walking on the public pavement (the "Pavement") of Denmark Street in either or both the County of Sonoma ("County") and the City of Sonoma ("City"), she tripped

and fell due to a large pothole (the “Pothole”) in the pavement which was not visible as she approached it. She contends that either or both Defendants, City and County, owned, operated and controlled the Pavement with the Pothole and that the Pothole constituted a dangerous condition of public property.

Discovery

As set forth in the Declaration of Michael A. King in Support of Defendant’s Motion to Compel Further Discovery Responses and Request for Sanctions, Defendant County served Plaintiff on May 28 and June 10, 2025, with form interrogatories, special interrogatories, and requests for production of documents (“RFPs”). Plaintiff served responses on June 26, 2025. The County found the responses to be insufficient and “incomplete” so sent a meet-and-confer letter on July 29, 2025, discussing defects and seeking further responses, and the parties later discussed the matter at Plaintiff’s deposition on September 8, 2025. Plaintiff provided further responses on October 7, 2025, but the County still found these to be incomplete and advised Plaintiff of the need to file this motion due to upcoming trial set for March 2026. Trial, however, was subsequently continued to July 2026.

Motion

In its Motion to Compel Further Discovery Responses from Plaintiff Elaine Middleton and Request for Sanctions, Defendant County moves the court to compel Plaintiff to provide further responses to form interrogatories 6.7 and 14.1; special interrogatories 1, 3, 4, 7, 10, 13, 20, 21, and 22; and RFPs 9 and 13. It also seeks monetary sanctions of \$1,615 for 5 hours of attorney time at \$323 an hour spent on this motion.

Plaintiff opposes the motion, challenging the motion solely on the grounds that the responses are sufficient.

The County has filed a reply, reiterating its position.

Authority

When a propounding party is dissatisfied with responses to interrogatories or requests for production or inspection (“RFP”), that party may move to compel further responses. Code of Civil Procedure (“CCP”) sections 2030.300, 2031.310. The moving party must make adequate attempts to meet and confer. *Ibid.* Generally, once a timely, proper motion to compel further responses has been made, the responding party has the burden to justify objections or incomplete answers. *Coy v. Sup.Ct.* (1962) 58 Cal.2d 210, 220-221.

A party moving to compel further responses to a production request, however, must demonstrate “good cause” for seeking the items. CCP section 2031.310(b)(1). This requires a showing that the items are relevant to the subject matter of the litigation and a showing of specific facts justifying discovery. *Glensfed Develop. Corp. v. Sup.Ct.* (1997) 53 Cal.App.4th 1113, 1117. Whether there is an alternative source for the information is relevant though not dispositive. *Associated Brewers Distrib. Co. v. Sup.Ct.* (1967) 65 Cal.2d 583, 588. Once the moving party demonstrates good cause, the responding party must justify its objections. *Kirkland v. Sup.Ct.* (2002) 95 Cal.App.4th 92, 98.

Requests must identify the documents sought by describing a category with “reasonable particularity” CCP section 2031.030(c)(1). This description must be particularized from the point of view of the person on whom the demand is made, such as by describing categories which bear some relationship to the manner in which the documents are kept. See *Calcor Space Facility, Inc. v. Sup.Ct.* (1997) 53 Cal.App.4th 216, 222.

A party has a duty to provide “complete” responses and to make them as straightforward as possible. CCP sections 2030.220; 2031.210-2031.230. Requests must be answered to the extent possible and an answer that contains only part of the information requested or which evades a meaningful response is improper. *Deyo v. Kilbourne* (1978) 84 Cal.App.3d 771, 783.

It is also not proper to respond by simply referring to other documents such as a deposition transcript. *Deyo, supra*. If a party does refer to other documents, it should generally also specify the source and summarize the information to make the response itself complete. *Ibid*. A responding party also has a duty to make a reasonable, good-faith effort to obtain the requested information and if it is unable to comply, it must state that it made a reasonable and diligent search. CCP sections 2030.220 2031.230; *Deyo, supra*, 84 Cal.App.4th 783.

Discussion

Special Interrogatories

Special interrogatories 1, 4, 7, 10, and 13 ask Plaintiff to state various facts supporting her claims or allegations. Plaintiff, as the County argues, provided responses which are somewhat lacking in substance and include fairly conclusory allegations. However, they are responsive and do contain some specific factual allegations. The County's argument regarding these is essentially an argument that the facts stated are insufficient to show liability and or to support Plaintiff's conclusions. That is not the standard for discovery. These responses are technically sufficient. The court DENIES the motion as to these.

Special interrogatory 3 asks for document supporting contentions. Plaintiff vaguely and generally describes types of documents on information and belief. She does not provide any actual detail of documents or state that she has none in her possession or control, or knows of none, which she must do if she is not going to provide specific information about actual documents. To this extent, the court GRANTS the motion in part as to this item.

Special interrogatories 20 and 21 ask Plaintiff to identify providers of collateral source payments and to specify the amounts. Plaintiff's response directs the County to medical and billing records produced but does not otherwise specify these. These responses are facially evasive and defective. The court GRANTS the motion as to these.

Special interrogatory 22 asks Plaintiff to itemize specific elements of economic damages claimed. She merely refers to the response to 20. This is likewise defective. The court GRANTS the motion as to this.

Form Interrogatories

In response to these two form interrogatories at issue, Plaintiff provided facially incomplete, generalized answers without providing the specific information requested. She also failed to explain in any manner whether she lacks the information sought. The court GRANTS the motion as to these.

Requests for Production

In response to the two RFPs at issue, seeking documents about economic damages sought in the complaint and payments from collateral sources, Plaintiff submitted objections that the requests seek information not relevant to the subject of this lawsuit and agreed to produce only some unspecified non-privileged documents.

The County correctly argues that it may obtain discovery about the claimed economic damages and also collateral sources of payments, even if admissibility of collateral sources is limited at trial. Government Code section 985(c) expressly allows public entities to obtain discovery on collateral sources. It states, in full,

A defendant public entity may, by interrogatory or in writing at the trial-setting conference, request from the plaintiff a list of the names and addresses of any provider of a collateral source payment affected by this section that has provided collateral source payments directly to or on behalf of the plaintiff and the amount provided to the plaintiff from each collateral source. The plaintiff shall produce the requested list within 30 days of such request. The plaintiff shall have a continuing duty to disclose to the public entity defendant the name and

address of any provider of a collateral source payment affected by this section but not disclosed in plaintiff's response if that provider pays or owes collateral source payments to or on behalf of plaintiff between the time of plaintiff's response and the commencement of trial.

Plaintiff contends in opposition that she produced her medical and billing records. However, this is insufficient because the responses do not specify documents and expressly limit production based on the objections and to unspecified "non-privileged" documents. Plaintiff must provide responses without these objections and must specify the production while providing a code-compliant responses as to what is produced and whether, and why, other documents are not produced.

The court GRANTS the motion as to these.

Sanctions

For compelling further responses, the court shall impose monetary sanctions on the losing party unless that party acted with substantial justification, or other circumstances make sanctions unjust. CCP sections 2023.010, 2023.030, 2030.300, 2031.310. In order to obtain sanctions, the moving party must state in the notice of motion that the party is seeking sanctions, identify against whom the party seeks the sanctions, and specify the kind of sanctions. CCP section 2023.040. Sanctions are limited to the "reasonable expenses" related to the motion. *Ghanooni v. Super Shuttle of Los Angeles* (1993) 20 Cal.App.4th 256, 262.

The County seeks monetary sanctions but does not indicate if it seeks them against the party only or attorney as well. The court interprets this as only giving notice of seeking sanctions against the party, not the attorney.

The sanctions sought, \$1,615 for 5 hours at \$323 an hour, are reasonable. See King Dec., ¶5. However, because the motion is partially unpersuasive, the court finds it appropriate to reduce the amount sought by 1.5 hour, resulting in 3.5 hours at \$323, a total of \$1,130.50. The court awards this amount to the County, against Plaintiff.

Conclusion

The court GRANTS the motion in part, as set forth above, and awards the moving party sanctions of \$1,130.50. The prevailing party shall prepare and serve a proposed order consistent with this tentative ruling within five days of the date set for argument of this matter. Opposing party shall inform the preparing party of objections as to form, if any, or whether the form of order is approved, within five days of receipt of the proposed order. The preparing party shall submit the proposed order and any objections to the court in accordance with California Rules of Court, Rule 3.1312.

5. 25CV06571, Sonoma-Marín Area Rail Transit District (SMART) v. Alcazar

Motion for Prejudgment Possession DROPPED as moot due to the parties' stipulation, and the resulting court order, for prejudgment possession.

The parties entered into a stipulation on December 23, 2025, filed on January 1, 2026. This stipulation including, among others, a stipulation for entry of the prejudgment order for possession which Plaintiff seeks in the motion. The stipulation states, in pertinent part at page 4, 'The parties stipulate to the issuance of the Order for Prejudgment Possession previously submitted to the Court and further attached hereto as Exhibit "A".' The court signed and entered the order to that effect on January 2, 2026. The order states, in pertinent part at ¶6, 'SMART timely filed its Motion for Prejudgment Possession in this Action and there was no opposition filed per Code of Civil

Procedure §1255.410(c). Therefore, SMART is entitled to the issuance of the Order for Prejudgment Possession previously submitted to the Court and further attached hereto as Exhibit “A”.’

6. MCV-260523, Discover Bank v. Esperanca

Motion for Order Amending Judgment Nunc Pro Tunc GRANTED.

Facts

Plaintiff filed this action for common counts to collect on a money debt allegedly owed to it. Defendant failed to appear so Plaintiff obtained entry of default and then judgment against Defendant.

Motion

Plaintiff moves the court to amend the judgment nunc pro tunc because the amount of the judgment is \$14.85 too high, a result of a math miscalculation.

There is no opposition.

Discussion

Generally, a court’s power to amend judgment is very limited unless the error in the judgment was “clerical.” CCP section 473(d). The court “may... correct clerical mistakes in its judgment or orders as entered, so as to conform to the judgment or order directed....” CCP section 473(d). A mistake in the name of a party is considered a clerical error that the court can amend. See *Fay v. Stubenrauch* (1904) 141 Cal. 573, 574; *Thomson v. L.C. Roney & Co.* (1952) 112 Cal.App.2d 420, 425 (amendment to designate true name of judgment debtor); *Davis v. Rudolph* (1947) 80 Cal.App.2d 397, 405; *Jack Farenbaugh & Son v. Belmont Const.* (1987) 194 Cal..App.3d 1023, 1027 (judgment amended to add defendant corporation’s alter ego, in control of the litigation, as additional judgment debtor on ground that omission was “misnomer”).

Plaintiff shows that it made a clerical error in writing up the judgment, by making a math error resulting in the judgment being slightly too large. This is the type of amendment which is appropriate. Moreover, the amendment is in favor of Defendant because it reduces the judgement against Defendant by a small amount.

The court GRANTS the motion. The prevailing party shall prepare and serve a proposed order consistent with this tentative ruling within five days of the date set for argument of this matter. Opposing party shall inform the preparing party of objections as to form, if any, or whether the form of order is approved, within five days of receipt of the proposed order. The preparing party shall submit the proposed order and any objections to the court in accordance with California Rules of Court, Rule 3.1312.

7. SCV-272340, Doe #1 J.B. v. Roe 1

Due to calendar conflicts and congestion, the three Motions for Summary Judgment will be **CONTINUED** to May 20, 2026, at 3:00 p.m. in Dept. 16.