TENTATIVE RULINGS: CIVIL LAW & MOTION

Wednesday, April 15, 2026 at 3:00 p.m.
Courtroom 18 – Hon. Dana Simonds
Civil and Family Law Courthouse
3055 Cleveland Avenue
Santa Rosa, California 95403

The 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, **YOU MUST NOTIFY** the Judge's Judicial Assistant by telephone at **(707) 521-6724**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

If the tentative ruling is accepted, no appearance is necessary unless otherwise indicated.

TO JOIN ZOOM ONLINE:

Department 18:
Meeting ID: **160—739—4368**
Password: **000169**
https://sonomacourtorg.zoomgov.com/j/1607394368?pwd=aW1JTWlIL3NBeE9LVHU2NVVpQlVRUT09

TO JOIN ZOOM BY PHONE:
By Phone (same meeting ID and password as listed for each calendar):
Call: +1 669 900 6833 US (San Jose)

Unless notification of an appearance has been given as provided above, the tentative ruling shall become the ruling of the Court the day of the hearing at the beginning of the calendar.

1. 25CV07995, Jung vs Amazon.com Sales, Inc.

Defendant Amazon.com Services LLC's unopposed motion to dismiss is **GRANTED**. Defendant's request for judicial notice is **GRANTED**.

If no hearing is requested, the Court will sign the proposed order lodged with the moving papers.

Analysis:

Defendant seeks to dismiss Plaintiff's action for forum non convenience since the parties mutually agreed to a forum selection clause which selected Washington as the exclusive forum for resolution of controversies between them. Plaintiff's action arises out of a purchase Plaintiff made from the Amazon.com website. Every time Plaintiff logged on to the Amazon.com website, Plaintiff agreed to the current version of the Conditions of Use ("COU"). Furthermore, every time Plaintiff made a purchase on the website, Plaintiff again agreed to the current version of the COU. The most recent version of the COU Plaintiff accepted before she purchased the Product in this matter on September

29, 2024, was dated September 14, 2022 (the "Governing COU"), which Plaintiff accepted by logging in and placing orders in the Amazon.com store after September 14, 2022.

The Governing COU, under the "DISPUTES" section, contains an express forum selection clause: "Any dispute or claim relating in any way to your use of any Amazon Service will be adjudicated in the state or Federal courts in King County, Washington, and you consent to exclusive jurisdiction and venue in these courts." The Governing COU also contains an express choice-of-law clause, under the "APPLICABLE LAW" section, stating: "By using any Amazon Service, you agree that applicable federal law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Amazon."

"The California Supreme Court has held that forum selection clauses are given effect in this state, absent a showing that enforcement would be unfair or unreasonable." (*Furda v. Superior Court* (1984) 161 Cal.App.3d 418, 425.) "[I]n cases with a contractual forum selection clause, the burden of proof is on the plaintiff, the party resisting the motion." (*Intershop Communications v. Superior Court* (2002) 104 Cal.App.4th 191, 198.) "[T]he forum selection clause is presumed valid and will be enforced unless the plaintiff shows that enforcement of the clause would be unreasonable under the circumstances of the case." (*Ibid*.)

Here, Plaintiff agreed to the COU upon creating an Amazon.com account, upon each log in to the account, and upon each purchase. Defendant has shown the existence of a valid mandatory agreement for Washington to have exclusive jurisdiction regarding matters such as that raised by Plaintiff in this case. By failing to oppose the motion, Plaintiff has failed to meet Plaintiff's burden of showing that enforcement of the forum selection clause would be unfair or unreasonable.

2. <u>24CV06623, Looney vs CDK Business Enterprise, Inc.</u>

Judgment Creditor's <u>unopposed</u> motion to appoint receiver to take possession and, if necessary, sell Judgment Debtors' liquor license is **GRANTED**.

If no hearing is requested, the Court will sign the proposed order lodged with the moving papers.

Judgment was entered against Judgment Debtor on May 6, 2025, in the amount of $27,234.16 to be paid to Judgment Creditor Gary Looney dba Collectronics of California. Judgment Creditor has propounded postjudgment discovery on Judgment Debtor and has received no response. Judgment Creditor has attempted several times to contact Judgment Debtor via phone and letter to no avail. Judgment Creditor represents several attempts to enforce the judgment have been unsuccessful. Judgment Creditor submits that the only attachable asset is the liquor license. Judgment Creditor has met his burden of proving that the appointment of a receiver is necessary.

The Court approves Landon McPherson as the receiver. Mr. McPherson shall post an undertaking in the amount of $1,000.00 upon his appointment.

3. <u>25CV05874, Shu vs Chang</u>

Plaintiff's <u>unopposed</u> motion for judgment on the pleadings is **GRANTED**.

If no hearing is requested, the Court will sign the proposed order lodged with the moving papers.

Analysis:

If the party moving for judgment on the pleadings is a plaintiff, the plaintiff must show that the complaint states facts sufficient to constitute a cause or causes of action against the defendant and the answer does not state facts sufficient to constitute a defense to the complaint. (CCP § 438(c)(1)(A). "A trial court's determination of a motion for judgment on the pleadings accepts as true the factual allegations that the plaintiff makes." (*Gerawan Farming, Inc. v. Lyons* (2000) 24 Cal.4th 468, 515.) "In addition, it gives them a liberal construction." (*Ibid*.)

Plaintiff alleges in her complaint that she and her now-deceased sister purchased a property in Windsor while her sister was alive. Plaintiff alleges that she and her sister intended to take title as joint tenants with the right of survivorship. However, due to a mistake, the Grant Deed conveying title to the Property to Plaintiff and Debbie (the "Grant Deed") does not reflect Plaintiff's and Debbie's intention to take title as joint tenants. Instead, the Grant Deed vests title to the Property in "Debbie Shu, a single woman and Kelly W. Shu, a married woman as her sole and separate property."

Plaintiff alleges that the attachments to the complaint demonstrate the sisters' intention to take title to the property as joint tenants with the right of survivorship. The Closing Instructions for the Mortgage demonstrate Plaintiff's and Debbie's intent to take title to the Property as "Joint Tenants." (Exhibit 1.) Debbie executed a document entitled "Vesting Instruction and Amendment" (the "Vesting Instruction"), evidencing Debbie's intent to take title to the Property as a joint tenant with Plaintiff. (Exhibit 2.) Debbie executed the Deed of Trust, which clearly states that Plaintiff and Debbie hold title to the Property as "Joint Tenants." (Exhibit 3.) Finally, to apply for the Mortgage, Debbie executed a Uniform Residential Loan Application, further evidencing Debbie's intention to take title to the Property as a joint tenant with Plaintiff – Debbie stated that the "manner in which title will be held" is "Joint Tenants" in that Application. (Exhibit 4.)

Plaintiff alleges that Debbie died intestate and that she never married or had any children. Her only heirs are their mother, Defendant Mary Shu Chang, and their surviving sister, Defendant Susan Yu.

Both defendants have filed an answer which states that they admit each of the allegations of the complaint and request the Court issue the relief requested by Plaintiff. Neither defendant has filed an opposition to this motion.

Civil Code § 3399 provides the basis for reformation of a written instrument:

> When, through fraud or a mutual mistake of the parties…a written contract does not truly express the intention of the parties, it may be revised on the application of a party aggrieved, so as to express that intention, so far as it can be done without prejudice to rights acquired by third persons, in good faith and for value.

"The purpose of reformation is to correct a written instrument in order to effectuate a common intention of both parties which was incorrectly reduced to writing." (*Shupe v. Nelson* (1967) 254 Cal.App.2d 693, 700.) "Mistake by a scrivener or draftsman in reducing the intent of the parties to writing is ground for reformation." (*Id*. at 700-01.) The party seeking to reform the instrument must

prove the true intent by clear and convincing evidence. (*Id*. at 700.)

Here, the Court finds that Plaintiff has shown by clear and convincing evidence that she and Debbie intended to take title to the property as joint tenants, but that this did not happen due to a scrivener's error. Exhibits 1-4 of the complaint demonstrate a clear intention by the sisters to take title as joint tenants. Neither of Debbie's heirs contests the relief sought. Accordingly, Plaintiff's motion is granted.

4. 25CV02410, Beltran vs Ferrari, Jr., D. O.

Defendant Omar Ferrari, Jr., D.O. ("Defendant Ferrari")'s demurrer to the Second and Fifth Causes of Action of Plaintiff's Second Amended Complaint is **SUSTAINED**. Leave to amend is **DENIED**. Defendant's Ferrari's counsel shall submit a written order consistent with this tentative ruling and in compliance with Rule 3.1312.
Background and Allegations as alleged by plaintiffs in the Amended Complaint for Damages filed 1/16/2026:

Plaintiffs Tonantzyn and Tonatiuh Beltran are the surviving children of Decedent, Olivia Beltran. On January 7, 2024, Tonantzyn was arrested by the Santa Rosa Police Department following a high-speed chase, and booked into the jail. At the jail she was placed on a WIC 5150 psychiatric hold, due to making homicidal statements. She was released from the jail and taken to Defendant Providence Santa Rosa Memorial Hospital ("Memorial Hospital") for evaluation of her 5150 status following the expressed homicidal ideations. At Memorial Hospital she is alleged to have been attended to by Defendants Dr. Omar Ferrari and Lee Zeledon, LMFT.

Plaintiffs allege that when Tonantzyn was brought to Memorial Hospital she told the receiving nurse that she remembered the identity of the person she wanted to kill: "Benny Ramirez." Tonantzyn stated she planned to murder a man and "will be charged with a federal crime for it." She stated that she wanted to kill the person who hurt her and her sister when she was four years old. She stated that he was a janitor, but she did not know his whereabouts or how to contact him.

As alleged, Therapist Zeledon withdrew Tonantzyn's Welfare and Institutions Code section 5150 hold "due to not enough evidence of potential victim" and because she "[did] not have a reason to hold [Tonantzyn] as she [did] not meet criteria." Therapist Zeledon also noted that Dr. Ferrari medically cleared Tonantzyn. Plaintiffs allege that Tonantzyn was discharged from the hospital within 3 hours without obtaining an evaluation by a psychiatrist, contacting her family therapist, attempting to stabilize her, or referring her to for further treatment.

Tonantzyn was released from the hospital after medical clearance and the release of the WIC 5150 hold and later the next day stabbed her mother approximately 100 times, killing her.

On December 1, 2025, Tonantzyn was tried for the murder of her mother and found not guilty by reason of insanity

The Second Amended Complaint raises several causes of action. The first is for medical negligence by Tonantzyn against all defendants. The second is for medical negligence-third party victim by Tonatiuh against all defendants. The third is for negligent stabilization by Tonantzyn against

Memorial Hospital. The fourth is for failure to transfer by Tonantzyn against Memorial Hospital. Finally, the fifth is for wrongful death by both plaintiffs against all defendants.

Defendant Ferrari herein demurrers to all but one of the causes of action alleged against him. He demurrers to the Second Cause of Action for Medical Negligence-Third Party Victim and to the Fifth Cause of Action for Wrongful Death. Defendant Ferrari does not demurrer to the First Cause of Action for Medical Negligence.

I. Plaintiffs Have Failed to Allege a Duty Owed by Defendant Ferrari to Either Tonatiuh or Decedent

For both the Second and Fifth Causes of Action, Plaintiffs allege "DEFENDANTS owed a duty to the community at large, including [TONATIUH] [or] [DECEDENT], as described in *Tarasoff v. Regents of University of California* (1976) 17 Cal.3d 425, to use due care as set forth in the first cause of action." Accordingly, in these two causes of action Plaintiffs are asserting that Defendants owed a duty of care to Tonatiuh and Decedent, since they are members of the community, to warn them of or to protect them from potential harm by Tonantzyn.

Plaintiffs' ability to raise these causes of action against Defendant Ferrari hinges on whether *Tarasoff, supra,* can be read as creating a duty by hospital personnel to unknown third parties. Defendant argues that such a reading would be contrary to the law. As argued by Defendant, *Tarasoff* imposed a duty on a psychotherapist to warn an *identifiable victim* when a patient communicates a serious threat of physical violence against that person. Plaintiffs, on the other hand, argue that *Tarasoff* cannot be read so narrowly, and that it instead recognized that physicians have duties to unknown third parties.

The Court agrees with Defendant. As stated in *Thompson v. County of Alameda* (1980) 27 Cal.3d 741, 756, "In *Tarasoff* we required that warnings be given directly to the *identifiable* potential victim or to those who, in turn, would advise such individuals of potential danger." (Italics in original.)

The *Tarasoff* Court stated, "In sum, the therapist owes a legal duty not only to his patient, but also to his patient's would-be victim and is subject in both respects to scrutiny by judge and jury." (*Tarasoff v. Regents of University of California*. *Supra*, 17 Cal.3d at 439.) "[O]nce a therapist does in fact determine, or under applicable professional standards reasonably should have determined, that a patient poses a serious danger of violence to others, he bears a duty to exercise reasonable care to protect the foreseeable victim of that danger." (*Ibid*.)

The state of the law is clear. Therapists owe a duty of care to *foreseeable* victims of their patients. Plaintiffs' position that such duty extends to the community as a whole is unpersuasive. While Plaintiff is correct that an individual need not necessarily be *identified* in order for a duty of care to arise, the victim still needs to be foreseeable. Such is consistent with *Rowland v. Christian* (1968) 69 Cal.2d 108, 112.

The circumstances of the present case are not similar to those pointed to by Plaintiffs in opposition, such as "a gun-wielding marauder who expressed a particular antipathy to children," or "a patient infectious with the lethal and highly contagious pathogen, Ebola." Under those examples, the children or the community as a whole would be foreseeable/identifiable victims of the potential

harm. However, here, Plaintiffs allege that Tonantzyn expressed a desire to kill a male janitor from her past whom she identified by name and whose location she did not know. Plaintiffs do not allege that Tonantzyn communicated an intent to harm any other individual if she were released, such as Tonatiuh or Decedent. They do not allege that she posed a danger to the community as a whole. Plaintiffs have failed to allege fact showing foreseeability of harm to Tonatiuh or Decedent.

Another key point here is that Plaintiffs do not allege that Dr. Ferrari was Tonantzyn's therapist or that he conducted any sort of mental examination of her or was involved in the decision to withdraw the WIC § 5150 hold on her. The only facts alleged relating to Dr. Ferrari in the complaint are that he is a licensed physician and the Medical Director and Chair of the Emergency Department at Memorial Hospital and that he "medically cleared" Tonantzyn at 1:58 p.m. after Therapist Zeledon withdrew her WIC § 5150 hold.

Plaintiffs have failed to allege facts sufficient to support a duty of care owed by Dr. Ferrari to Tonatiuh or Decedent. Accordingly, Defendant Ferrari's demurrer to both the Second and Fifth Causes of Action is sustained.

II. Leave to Amend

Plaintiffs state that if the Court sustains the demurrer, then "the defect cannot be cured, leave to amend would not be proper and is not requested." Since leave to amend is not requested, it is denied.

5. SCV-269094, Lopez vs Foley Family Wines, Inc.

Plaintiff's unopposed motion for preliminary approval of class action settlement is **GRANTED**. The final approval hearing shall be set on August 26, 2026 at 3:00 p.m. in Department 18.

The Court will also sign the proposed stipulation and order for leave for Plaintiff Juan Antonio Lopez to file a third amended complaint lodged on March 18, 2026.

However, Plaintiff's Counsel shall submit a new proposed order on this motion because the current proposed order states that "The Court approves the filing of Plaintiff Lopez's Third Amended Complaint, which is deemed filed and is now the operative Complaint in this Action." This is in conflict with Local Rule 5.8, which disallows the clerk of Court from doing as such. Rather, "Proposed orders granting leave to file amendments…must specify that the original of the proposed pleading will be submitted for filing following the granting of the order." Accordingly, while the Court approves the filing of a Third Amended Complaint, it shall not be deemed filed and must still be filed according to the Rules of Court. Since the motion is unopposed, compliance with Rule 3.1312 is excused.

Background:

Plaintiff Juan Antonio Lopez is a former non-exempt Operations Worker who worked at Defendant's Sebastiani winery location from July 2019 through September 2020. Plaintiff Alexander Read is a former non-exempt Tasting Room Associate who worked at Defendant's Foley Johnson location from July 2021 through August 2022. On August 18, 2021, Plaintiff Lopez filed a representative PAGA action and on September 28, 2022, Plaintiff Lopez filed a First Amended

Complaint including additional facts regarding regular rate of pay claims. On April 1, 2025, Plaintiff Lopez filed a Second Amended Complaint adding class claims, which the Court permitted to relate back to the filing of the initial Complaint.

The parties engaged in a full day of mediation on November 12, 2025 and ultimately reached a resolution. On February 20, 2026, the Parties executed a Memorandum of Understanding ("MOU"). As a condition of the Settlement, the Parties stipulated to Plaintiff filing a Third Amended Complaint.

Plaintiffs' TAC adds Alexander Read as a Plaintiff and alleges causes of action for (1) violation of the Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.); (2) failure to pay minimum and regular wages; (3) failure to pay overtime wages; (4) failure to provide compliant meal periods and/or pay premium wages; (5) failure to provide compliant rest periods and/or pay premium wages; (6) failure to reimburse for necessary business expenses; (7) failure to timely pay all wages due upon separation of employment and/or the required waiting time penalties; (8) failure to furnish accurate itemized wage statements; and (9) violation of Business & Professions Code §§ 17200, et seq. Plaintiffs allege they and all other Class Members were subject to the same or similar policies and practices and were denied certain rights afforded by California law.

Plaintiffs now seek preliminary approval of the settlement, approval of the parties' stipulation to the filing of a Third Amended Complaint, provisional certification of the Settlement Class for settlement purposes, and appointment of a class representative, class counsel, and a settlement administrator.

The Settlement

A presumption of fairness exists where: 1) the settlement is reached through arm's length bargaining; 2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; 3) counsel is experienced in similar litigation; and 4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) The test is not the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances. (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 250.)

Under the terms of the parties' settlement, Defendant will pay $2,000,000 as the Gross Settlement Fund. The GSF will be allocated as follows:

> PAGA Payment: The Parties will allocate $100,000.00 as the PAGA Payment to resolve Plaintiffs' PAGA claims.
>
> Class Counsel Fees Payment: Class Counsel will request attorneys' fees not to exceed one-third (33 1/3%) of the GSA, which is currently estimated to be $666,666.67.
>
> Class Counsel Expenses Payment: Class Counsel will request reimbursement of actual litigation costs and expenses not to exceed $55,000.00.
>
> Class Representative Enhancement Payments: Juan Antonio Lopez will receive a Class Representative Enhancement Payment in an amount not to exceed $15,000.00, and

Alexander Read will receive a Class Representative Enhancement Payment in an amount not to exceed $7,500.00.

Administration Expenses Payment: The Administrator will be paid an Administration Expenses Payment not to exceed $17,390.00 in accordance with the Administrator's "not to exceed" bid.

Net Settlement Amount: The NSA is the amount remaining and to be paid to Participating Class Members as Individual Class Payments after deducting aforementioned payments from the GSF.

The settlement appears generally within the reasonable range of possible judicial approval. After subtracting all of the figures above, the net settlement amount is estimated to be $1,138,443.33. This recovery appears to be sufficiently reasonable return for the relative strength of the case, the risks inherent to litigation, and the possible defenses asserted by Defendant at the preliminary approval stage.

The Class

Plaintiff seeks conditional certification of the settlement class in connection with approval of the settlement. The two basic requirements to sustain a class action are an ascertainable class and a well-defined community of interest in the questions of law and fact involved. (CCP § 382; *see also Vasquez v. Sup. Ct.* (1971) 4 Cal.3d 800, 809.)

The settlement class has been identified as all current and former non-exempt employees of Defendant in the State of California at any time from August 18, 2017, through April 20, 2026, or the date of Preliminary Approval, whichever occurs first. Members of the class can be ascertained from Defendant's records, and a class with an estimated 1,690 members is sufficiently numerous. The community-of-interest requirement embodies common questions of law or fact, a class representative with claims or defenses typical of the class, and a class representative who can adequately represent the class. (*Brinker Rest. Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.) The Court concludes that these requirements are met. The Court would approve the class.

The Notice

"Notice given to the class must fairly apprise the class members of the terms of the proposed compromise and of the options open to dissenting class members." (*Trotsky v. Los Angeles Fed. Sav. & Loan Assn*. (1975) 48 Cal.App.3d 134, 151-152.) The purpose of a class notice in the context of a settlement is to give class members sufficient information to decide whether they should accept the benefits offered, opt out and pursue their own remedies, or object to the settlement. (*Ibid.)* The notice appears to fully apprise the class members of the relevant considerations. Therefore, preliminary approval appears appropriate.

6. 25CV05619, Mehan vs Ryan

Defendants' motion to strike Plaintiff's request for punitive damages in the original complaint is **DENIED** as **MOOT**. Plaintiff filed an amended complaint on March 30, 2026, which moots Defendants' motion.

7. 24CV02457, Jimenez vs Sofi Lending Corp

Plaintiff's unopposed motion for final approval of the class action settlement is **GRANTED**.

The Court will sign the proposed order lodged with the moving papers.

Analysis:

Plaintiff filed her initial Complaint against Defendant Sofi Lending Corp. ("SoFi") on April 16, 2024 alleging several violations of wage and hour violations and related violations of the Labor Code on behalf of herself and all others similarly situated. Plaintiff then amended her Complaint to add a cause of action for civil penalties under the Private Attorneys General Act ("PAGA"). The Parties participated in mediation on December 12, 2024, and executed a Settlement Agreement on April 7, 2025.

On December 12, 2024, the Parties attended mediation with Michelle A. Reinglass, Esq., an experienced mediator in wage and hour class actions. The mediation was successful, and the Parties agreed to a resolution. The mediation resulted in a Gross Settlement Amount of $520,000.00 ("Gross Settlement Amount"), on a class wide and PAGA representative basis. The Class Period is defined as October 31, 2019, to December 12, 2024. Aggrieved Employees means all persons employed by Defendant in California as non-exempt employees during the PAGA Period (defined as June 21, 2023, through December 12, 2024). The Class consists of the named Plaintiff and all persons employed by Defendant in California as non-exempt employees during the Class Period (defined as October 31, 2019, through December 12, 2024).

The highest estimated Individual Class Payment is approximately $5,321.02, the average Individual Class Payment is currently estimated to be approximately $2,217.65, and the lowest Individual Class Payment is currently estimated to be approximately $11.38. Additional proposed disbursements are as follows:

1) Class Counsel Fees: $173,333.00
2) Class Counsel Litigation Expenses Payment: $22,287.06
3) Administration Expenses Payment: $6,650.00
4) Class Representatives' Service Award: $15,000 to Plaintiff Shanna Jimenez
5) PAGA Penalties: $10,000 (LWDA Portion: $7,500)

After the above deductions from the Gross Settlement Amount of $520,000.00, the Net Settlement Amount to be distributed to Participating Class Members is estimated to be $292,729.94.

On October 17, 2025, the Court granted Preliminary Approval of this settlement, approved the Notice of Class Action and related forms, appointed Plaintiff Shanna Jimenez as the Class Representative, appointed Class Counsel, approved ILYM Group, Inc. ("ILYM") as the Administrator, and set timelines for the settlement administration process, pursuant to the Settlement Agreement.

After preliminary approval of a settlement, the court must determine the settlement is fair, adequate, and reasonable. (C.R.C., Rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A presumption of fairness exists where: 1) the settlement is reached through arm's length bargaining; 2) investigation and discovery are sufficient to allow counsel and the court to act

intelligently; 3) counsel is experienced in similar litigation; and 4) the percentage of objectors is small. (*Dunk v. Ford Motor Co., supra,* at 1802.) The test is not for the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250.) In making this determination, the court considers all relevant factors including "the strength of [the] 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." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.)

Plaintiff has shown the existence of each element required for the presumption of fairness to apply. The settlement was reached through arms-length negotiation, the parties engaged in sufficient investigation and discovery to inform their mediation negotiations, class counsel is experienced in similar litigation, and there are no objectors. The Court also finds that the settlement is fair considering the remaining relevant factors listed in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; i.e. 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. Finally, the Court finds the amounts requested for attorney's fees and costs, for the class representative service payment, and for the settlement administrator fees to be reasonable and sufficient.

*****This is the end of the Tentative Rulings*****