TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, June 17, 2026, 3:00 p.m.
Courtroom 16 – Hon. Charles H. Ervin for 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. 24CV03671, Hercules v. Pacific States Industries, Inc.

Plaintiff Elmer Hercules ("Plaintiff"), on behalf of himself, the State of California, as a private attorney general, and on behalf of all others similarly situated, moves for entry of an order: (1) Finally certifying the class, as defined in the *Settlement Agreement and Release of Class and PAGA Action* (the "Settlement Agreement"), between Plaintiff and Defendant Pacific States Industries, Inc. ("Defendant") (collectively, the "Parties"), for the purpose of settlement pursuant to California Code of Civil Procedure section 382 and California Rules of Court, rule 3.769; (2) Finally appointing the named plaintiff, Elmer Hercules, as class representative for purposes of settlement; (3) Finally appointing Jonathan Melmed, Kyle D. Smith, and Jaqueline Antillón of Melmed Law Group P.C., as class counsel for purposes of settlement; (4) Finding that the notice of the settlement was properly provided to the class members in accordance with the Court's *Order Granting Preliminary Approval of Class Action Settlement* on February 11, 2026; (5) Finally approving the settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement, including payment by Defendant of the non-reversionary gross settlement amount of $312,500.00 ("Gross Settlement Amount"); (6) Finally approving the allocation of attorneys' fees from the Gross Settlement Amount in the amount of one-third of the Gross Settlement Amount (i.e., $104,166.67), plus necessary litigation costs in the amount of $20,000.00; (7) Finally approving Simpluris, Inc. (the "Settlement Administrator") as the settlement administrator and approving distribution of $8,000.00 from the Gross Settlement Amount to cover the Settlement Administrator's expenses in administering the settlement; (8) Finally approving a class representative service payment in an amount of $5,000.00 for Elmer Hercules from the Gross

Settlement Amount to compensate him for the responsibilities, time, effort, and risks involved in coming forward on behalf of the proposed class as well as his general release which is broader than the release of the proposed class; (9) Finally approving the allocation of $31,250.00 for penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, of which 65% (i.e., $20,312.50) goes to the California Labor and Workforce Development Agency ("LWDA") from the Gross Settlement Amount, with the remaining 35% (i.e., $10,937.50) payable to the aggrieved employees; (10) Binding all participating class members to the terms of the Settlement Agreement, including the release specified therein; and (11) Retaining jurisdiction to enforce the Settlement Agreement.

1. Pleadings

On June 20, 2024, Plaintiff filed a complaint against Defendant Pacific States Industries, Inc. for: 1) Failure to Pay All Minimum Wages; 2) Failure to Pay All Overtime Wages; 3) Failure to Provide Rest Periods and Pay Missed Rest Period Premiums; 4) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums; 5) Failure to Maintain Accurate Employment Records; 6) Failure to Pay Wages Timely during Employment; 7) Failure to Pay All Wages Earned and Unpaid at Separation; 8) Failure to Indemnify All Necessary Business Expenditures; 9) Failure to Furnish Accurate Itemized Wage Statements; and, 10) Violations of California's Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.).

On August 26, 2024, Plaintiff filed a first amended complaint which added an eleventh cause of action for Penalties Pursuant to Labor Code Private Attorneys General Act of 2004.

Defendant's answer to the first amended complaint contains a general denial and lists ninety-two affirmative defenses.

2. Final Approval

On February 11, 2026, Plaintiff's motion for preliminary approval was granted preliminarily certifying the settlement class for purposes of settlement. After preliminary approval, the court determines whether the settlement is fair, adequate, and reasonable in a final hearing. (CRC 3.769(g); *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801; see also *Officers for Justice v. Civil Service Com.* (9th Cir. 1982) 688 F. 2d 615, 625; Fed. Rule of Civ. Proc., Rule 23(e).) The trial court has broad powers to determine whether the settlement is fair. (*Dunk v. Ford, supra*, at 1801; *Mallick v. Superior Court* (1979) 89 Cal. App. 3d 434.) The purpose of this requirement is "the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties." (*Officers for Justice v. Civil Service Com*., *supra*, 688 F. 2d at 624.)

At this hearing, the court should consider relevant 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. However, the list is not fixed and the factors which the court considers must be tailored to each case. (*Dunk v. Ford, supra*, at 1801.) Ultimately, "the inquiry 'must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.' [Citation.]" (*Ibid*.) The determination is in the end '"an amalgam of delicate balancing, gross approximations and rough justice." (*Officers for Justice v. Civil Service Com*. (9th Cir.1982) 688 F.2d 615, 625; see also *Dunk v. Ford, supra*, at 1801, quoting *Officers for Justice, supra*.) However, while the party seeking settlement approval has the burden of showing the settlement is "fair and reasonable," 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." (*Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337; see also *Chavez v. Netflix, Inc*. (2008) 162 Cal.App.4th 43; *Dunk v. Ford, supra,* at 1801.)

3. Presumption of Fairness

As detailed in this court's preliminary approval of the settlement, a presumption of fairness exists in this case as the settlement was reached through arm's-length bargaining with the help of an experienced mediator; investigation and discovery were sufficient to allow counsel and the trial court to act intelligently; and, counsel is experienced in similar litigation. In addition, none of the class members have objected to the settlement.

4. Notice to Class

On or about March 17, 2026, Class Administrator Simpluris mailed the Class Notice to four hundred thirty-one (431) individuals. (Weisel decl., ¶6.) The Class Notice was mailed in English and in Spanish and published on Simpluris's website. (Weisel decl., ¶6, Exhibit A.)

The deadline for Class Members to submit a Request for Exclusion or Object to the Class Settlement was May 1, 2026. (Weisel decl., ¶8.) Simpluris did not receive any requests for exclusion or objections. (*Id.,* ¶¶9, 10.)

The Net Settlement Amount of $144,083.33 available to pay Class Members was determined by subtracting the Class Counsel Fees and Cost Payment ($124,166.67), Class Representative Service Award ($5,000.00), the LWDA PAGA Payment ($20,312.50), Individual PAGA Payments ($10,937.50), and the Administration Expenses Payment ($8,000.00) from the Gross Settlement Amount of $312,500.00. (Weisel decl., ¶12.)

The average estimated Individual Class Payment is $334.30, the highest estimated Individual Class Payment is $490.78, and the lowest estimated Individual Class Payment is $4.59. (Weisel decl., ¶13.) The average estimated Individual PAGA Payment is $25.37, the highest estimated Individual PAGA Payment being $36.57, and the lowest estimated Individual PAGA Payment being $0.68. (*Id.,* ¶15.)

Simpluris's fees and costs amount to $8,000. (*Id.,* ¶16.)

5. Attorney Fees and Costs

A finding that the settlement is fair is not dispositive of the attorney fees issue. This court assumes a fiduciary role for the class members in evaluating a request for an award of attorney's fees from the common fund. (*In re Mercury Interactive Corp. Securities Litigation* (9th Cir. 2010) 618 F.3d 988, 994.) The distribution of fees must bear some relationship to the services rendered. (*Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1142.)

Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 254.) The latter method is most commonly used in statutory fee-shifting schemes to reward attorneys for engaging in socially useful litigation. It is also applied when the type of recovery does not allow easy calculation of the settlement's value.

Class Counsel are seeking a percentage of the settlement fund. In determining what percentage is reasonable, courts commonly consider: the percentage likely to have been negotiated between private parties in a similar case (e.g., 30-40% in tort cases); percentages applied in other class actions (usually around 25%); the quality of class counsel; and the size of the award. (See Weil, et al, Civil Procedure Before Trial, (TRG 2024) § 14:145.3, citing *In re Ikon Office Solutions, Inc. Secur. Litig.* (ED PA 2000) 194 FRD 166, 193.)

Use of the percentage method is particularly appropriate in "common fund" cases such as this one, as it simply awards counsel some percentage of the settlement fund. (*In re Ikon Office Solutions, Inc. Secur. Litig, supra,* at p. 193.) This method theoretically aligns the interests of

counsel and class more closely than does the lodestar method: a larger recovery with fewer hours expended benefits all parties. (*Ibid*.)

With respect to the contingent nature of litigation, courts tend to find above-market-value fee awards more appropriate in this context given the need to encourage counsel to take on contingency-fee cases for plaintiffs who otherwise could not afford to pay hourly fees. (*Bellinghausen v. Tractor Supply Company* (N.D. Cal. 2015) 306 F.R.D. 245, 260.) Moreover, when counsel takes cases on a contingency fee basis, and litigation is protracted, the risk of non-payment after years of litigation justifies a significant fee award. (*Ibid*.)

Here, Class Counsel took this matter on a contingency basis with the corresponding risk of potentially failing to recover damages. This action has been pending for two years. Class Counsel request $104,166.67 in attorney fees, or approximately 33% of the common fund, and $20,000 in costs. Counsel incurred $20,180.04 in expenses. (Smith decl., Exhibit 3.) The amounts requested are reasonable under the circumstances.

6. Service Award

Plaintiff seeks a service payment of $5,000. Class Counsel's declaration supports the requested fee award based upon Plaintiff's assistance to counsel and the risk associated with litigating the action. (Smith decl., ¶¶42-43.)

7. Conclusion

Based on this court's review of the motion and the terms of the settlement, the settlement is "fair, adequate and reasonable" and the rights of the class members have been protected such that there is no sign of fraud, collusion, or unfairness. Accordingly, the motion for final approval of the class action settlement is **granted**. The court will sign the proposed order.

2. 24CV04975, Looney v. Amerigo, LLC.

Defendants Amerigo, LLC dba Kirway Express and Joseph Ismael ("Defendants") have filed a motion to vacate the default judgment entered against them in this case. The motion is made on the grounds that Defendants were not properly served with summons and complaint.

1. Procedural History

Default judgment was entered in this case on December 10, 2024. On January 28, 2025, Defendants filed a motion to set aside the default judgment. The hearing on that motion was set for April 30, 2025. On that date, this court continued the matter because defendant Amerigo, LLC, was unrepresented. Defendant Ismael had filed the motion in pro per on behalf of himself and the LLC; however, defendant Ismael is not an attorney and may not represent an LLC. The hearing was continued to August 20, 2025.

On August 20, 2025, this court denied the motion as proof of service of the motion on Plaintiff Gary E. Looney had not been filed and no additional documents had been filed substituting in an attorney to represent Amerigo, LLC.

Previously unbeknownst to this court department, on January 9, 2025, prior to filing the motion to vacate the default judgment, Defendants filed an appeal to the appellate division of the superior court. That appeal raises the same issues presented in this motion and the prior motion to vacate the default judgment. That appeal has been ongoing. The hearing is currently set for June 23, 2026.

Plaintiff raised the issue of Defendants' pending appeal in his opposition. Defendants have not addressed it in their reply. However, as the appeal may resolve the issue and render this motion moot, and to avoid inconsistent rulings on the issue, this court will continue the hearing on this motion to allow Defendants' appeal to be finalized.

The motion is CONTINUED to the next available hearing date of November 18, 2026, at 3:00 p.m., in Department 16.

3. 25CV01840, American Express National Bank v. Trujillo

Plaintiff American Express National Bank ("Plaintiff") moves for summary judgment in its favor against Defendant Randy Trujillo, aka Randy J. Trujillo ("Defendant"), on Plaintiff's single cause of action for breach of contract. **The motion is GRANTED.**

On March 14, 2025, Plaintiff filed a complaint against Defendant alleging breach of contract on a personal loan. Plaintiff alleges Defendant owes it $33,690.30.

On May 2, 2025, Defendant filed an answer generally denying each statement alleged in the complaint and stating he does not have the funds to pay back the debt. He states he is "currently filing bankruptcy due to sustainable loss with Crypto over $750,000."

As of the time the court reviewed this matter, no notice of a bankruptcy filing had been filed in this action.

Defendant applied to Plaintiff for a personal loan and entered into a written Loan Agreement for the account number ending in 1000 (the "Account"). (Plaintiff's Undisputed Material Fact ["UMF"] No. 1.) Pursuant to the direction of the Defendant, Plaintiff disbursed the loan/financed amount to the Defendant by check, to Defendant's designated bank account or to a third-party designee. (UMF No. 2.) The Defendant agreed to be bound by the terms and conditions set forth in the Loan Agreement and, among other promises, promised to pay Plaintiff the principal amount advanced and/or financed along with the interest rate disclosed in the Truth in Lending disclosure statement. (UMF No. 3.) The loan amount, the accrual of interest, and the amount of fees and payments applied to the loan account are duly reflected on the computerized records regularly kept and maintained by Plaintiff in connection with Defendant's loan account. (UMF No. 4.) Those records were provided on a monthly basis in the form of billing statements to Defendant. (*Ibid*.)

Before 01/17/25, the Defendant defaulted in making the payments due under the terms of the Loan Agreement and Plaintiff accelerated the account balance so that the entire unpaid balance on the account became immediately due and payable. (UMF No. 5.) The last payment applied to the account was on or about 10/04/24. (UMF No. 6.) Defendant owes Plaintiff $33,690.30 plus court costs. (UMF No. 7.)

Plaintiff has established the parties entered into an agreement; Plaintiff's performance of its obligations under the agreement; Defendant's breach; and, resulting damages to Plaintiff. (See *Careau & Co. v. Security Pacific Business Credit, Inc.* (1990) 222 Cal.App.3d 1371, 1388 [elements of a cause of action for breach of contract].)

Defendant has not filed opposition. Therefore, he has failed to raise a triable issue of material fact. Accordingly, **the motion is GRANTED.**

This court will sign the proposed order.

4. 25CV03181, Looney v. Perez

Plaintiff Gary E. Looney dba Collectronics of California ("Plaintiff") moves for an order appointing Landon McPherson as receiver to take possession of and, if necessary, sell the liquor license of defendant Gerardo Perez, individually as personal guarantor of The Maple Bar Cafe ("Judgment Debtor") in order to carry out the judgment entered in this case in the amount of $8,862.85.

Specific statutory procedures are established for enforcement of money judgments. This includes the appointment of a receiver after judgment to carry the judgment into effect. (CCP section 564(b)(3). The judgment debtor's interest in an alcoholic beverage license may be applied to the satisfaction of a money judgment. (CCP § 708.630(a).)

A trial court must consider the availability and efficacy of other remedies in determining whether to employ the extraordinary remedy of a receivership. (*City & Cty. of San Francisco v. Daley* (1993) 16 Cal.App.4th 734, 745.) In making this decision, the court must depend upon competent and admissible evidence submitted by the parties, and not conclusions and hearsay. (*McCaslin v. Kenney* (1950) 100 Cal.App.2d 87, 94.)

"California rigidly adheres to the principle that the power to appoint a receiver is a delicate one which is to be exercised sparingly and with caution." (*Morand v. Superior Ct.* (1974) 38 Cal.App.3d 347, 351.) "It is said by the state's courts that the appointment of a receiver is 'an extraordinary and harsh,' and 'delicate,' and 'drastic,' remedy to be used 'cautiously and only where less onerous remedies would be inadequate or unavailable…'" (*Ibid.*)

Mere difficulty in trying to collect a debt is not sufficient basis for the court to appoint a receiver. (*Medipro Medical Staffing LLC v. Certified Nursing Registry, Inc.* (2021) 60 Cal.App.5th 622, 628-629.) The *Medipro* Court explained, "Medipro's evidentiary showing demonstrated that it had, at most, encountered some difficulty in its initial efforts to collect on its money judgment. If this was sufficient to constitute the 'necessity' required to justify the 'extraordinary' remedy of the appointment of a receiver to take over a judgment debtor's business, it is difficult to see how the appointment of receivers would not become a routine part of the collection of judgments—a result at odds with the solid wall of precedent holding to the contrary."

On September 22, 2025, judgment was entered in this action for the above stated amount. Plaintiff states he has attempted to collect on the judgment by attempting to locate a bank or deposit account, mailing a letter requesting payment, serving post-judgment interrogatories and requests for production of documents, and mailing a letter requesting responses to the post-judgment discovery. (Looney decl., ¶¶6-10.) Judgment Debtor's business is open. (*Id.,* ¶4.)

According to Plaintiff, the sheriff's office will not sell liquor inventory; the installation of a sheriff's keeper is unavailable or ineffective; the size of the judgment makes it impractical to levy upon equipment, fixtures, or inventory; plus, the value of equipment and fixtures is depressed. Thus, Plaintiff concludes there is no other option but to appoint a receiver to seize and sell the liquor license to satisfy the judgment.

Plaintiff has not made a sufficient factual showing that appointing a receiver to seize and sell the liquor license is necessary. Plaintiff has failed to show the inadequacy of alternate remedies. Rather, as in *Medipro*, *supra*, Plaintiff has only shown that he has encountered some difficulties in his initial efforts to collect the judgment. While Plaintiff states in his declaration that he investigated Defendant's finances, there is no explanation regarding the depth of this investigation. This court is not convinced that no bank accounts exist linked to a business that is purportedly still open. Plaintiff's representations regarding the inadequacy of alternative remedies are not supported by foundation. Finally, Plaintiff has not filed a motion to compel further responses to his post-judgment discovery requests.

Mere difficulties in collecting the judgment are insufficient grounds for appointing a receiver. Plaintiff has failed to meet his burden of proving that a receiver is necessary in this matter. **The motion is DENIED.** Due to the lack of opposition, the court's minutes shall constitute the order of the court.

5. <u>25CV05120, Rottman v. Svedise</u>

1. Demurrer

This matter is on calendar for the demurrer of defendant United Financial Casualty Company ("United") to the first amended complaint filed by Plaintiff Kathryn Rottmann ("Plaintiff"). On February 27, 2026, Plaintiff dismissed United from this action. Accordingly, the demurrer is taken off calendar as MOOT.

2. Motion to Strike

Defendant Joseph Svedise ("Defendant") moves to strike all references to Punitive Damages in the First Amended Complaint ("FAC") filed by Plaintiff Kathryn Rottmann ("Plaintiff").

The FAC arises out of an automobile accident between Plaintiff and Defendant. Plaintiff alleges Defendant executed an illegal turn when the traffic signal and roadway conditions did not permit for them. After the illegal turn, Defendant made a U-turn in active traffic causing Plaintiff's vehicle to collide with Defendant's vehicle. The FAC further alleges Defendant made "conflicting statements" to law enforcement and his insurer about how the collision occurred.

"In an action for the breach of an obligation not arising from contract, where it is proven by clear and convincing evidence that the defendant has been guilty of oppression, fraud, or malice, the plaintiff, in addition to the actual damages, may recover damages for the sake of example and by way of punishing the defendant." (Civ. Code, § 3294(a).)

"Malice" means conduct which is intended by the defendant to cause injury to the plaintiff or despicable conduct which is carried on by the defendant with a willful and conscious disregard of the rights or safety of others. (Civ. Code §3294(c)(1).)

"Oppression" means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights. (Civ. Code §3294(c)(2).)

"Fraud" means an intentional misrepresentation, deceit, or concealment of a material fact known to the defendant with the intention on the part of the defendant of thereby depriving a person of property or legal rights or otherwise causing injury. (Civ. Code §3294(c)(3).)

Defendant argues that the FAC does not allege any relevant facts that support Plaintiff's request for punitive damages. He argues that the allegations only support a negligence cause of action.

While Defendant cites numerous cases for general statements about punitive damages, he cites no cases which show, as a matter of law, that the allegations in the FAC are insufficient to support punitive damages. The FAC describes Defendant's driving in a manner that could be said to constitute a willful and conscious disregard for the rights or safety of others. Plaintiff alleges Defendant willfully made an unauthorized right-hand turn followed by a U-turn in active traffic disregarding the potential serious consequences of those actions. He further allegedly attempted to mitigate his responsibility for the collision by misrepresenting the cause of the action to law enforcement and his automobile insurer. Defendant has not shown these allegations are insufficient to support an award of punitive damages.

The motion is DENIED.

Plaintiff is directed to submit a written order to the court consistent with this ruling and in compliance with Cal. Rules of Court, Rule 3.1312.

6. <u>26CV00208, Petition for Starfinder Stanley, Audrey Stanley</u>

This matter is on calendar for the motion of Petitioners Starfinder Stanley and Audrey Rose Stanley ("Petitioners") to vacate the order dismissing their petition for a name change of their daughter Juniper Eve Stanley to Juniper Eveningstar Stanley ("the Petition").

The Petition was filed on January 21, 2026. The hearing on the Petition was set for March 11, 2026. The tentative ruling published on March 10, 2026, required appearances. When Petitioners failed to appear, the Petition was denied without prejudice both for failure to appear and to file proof of publication.

On March 18, 2026, Petitioners filed proof of publication showing notice of the Petition was published in the Petaluma Argus-Courier on four dates in January and February 2026.

On April 21, 2026, Petitioners filed this motion explaining the reasons for their failure to appear and to file proof of publication in time for the hearing on this motion.

Had proof of publication been timely filed for the March 11, 2026, hearing on the Petition, it would have been granted. This court finds Petitioners' reason for their failure to appear and to timely file proof of publication satisfactory. Therefore, **the motion is GRANTED and the Petition in hereby granted.**

Petitioners are directed to submit a written order to the court consistent with this ruling granting this motion in addition to submitting an order granting the Petition.

7. SCV-273938, Din v. Thuesen

This matter is on calendar for the motion of Kenneth E. Bacon, Mastagni Holstedt, A.P.C., to be relieved as counsel for Plaintiff Adnan Din ("Plaintiff"). The hearing on this motion was originally set to be heard on September 23, 2026. As trial is currently set for October 9, 2026, Mr. Bacon's ex parte application to advance the hearing was granted. Notice of entry of order on the ex parte application advancing the hearing was emailed to Plaintiff on May 5, 2026. Proof of service of the order showing service by mail has not been filed.

The mandatory electronic service requirements apply only to persons represented by counsel. (CCP § 1010.6(b)(1).) Although they cannot be required to accept electronic service, unrepresented persons may consent to receive electronic service by either serving a notice on all parties and filing the notice with the court, or manifesting affirmative consent through electronic means with the court and providing the person's electronic address with the consent for the purpose of receiving electronic service. (CCP § 1010.6(c)(1)–(3); Cal Rules of Ct 2.251(b).)

Here, while technically still represented, Mr. Bacon seeks to withdraw as counsel for Plaintiff. Thus, Plaintiff is treated as unrepresented for the purpose of receiving notice of this motion. Absent an affirmative showing that Plaintiff has agreed to accept service by email, proof of service solely by email of the ex parte order advancing the hearing is insufficient.

The hearing on this motion is CONTINUED to July 15, 2026, at 3:00 p.m., in Department 16, to allow Mr. Bacon to provide proof of service of the new hearing date, by mail, on the Plaintiff.