TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, July 29, 2026, 3:00 p.m.
Courtroom 16 – Various 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. 24CV01449, Glanz v. Oak Grove Union School District

(TENTATIVE ISSUED BY HON. OSCAR A. PARDO)

IF ORAL ARGUMENT IS REQUESTED, MATTER WILL BE HEARD IN DEPT. 19. PLEASE USE DEPT. 19'S ZOOM LOGIN INFORMATION (SEE BOTTOM OF PAGE).

I. Introduction

Plaintiff Julia Glanz ("Plaintiff") moves for an order quashing the subpoena for production of business records served on Cor-Shoreline Unified School District ("Cor-Shoreline"), pursuant to which Defendants Oak Grove Union School District, Amber Stringfellow, and Erin Ryan ("Defendants") seek Plaintiff's entire personnel file. The motion is brought pursuant to Code of Civil Procedure section 1987.1 on the grounds that the subject subpoena seek information protected by Plaintiff's constitutional privacy rights and seek information not reasonably calculated to lead to the discovery of admissible evidence.

Plaintiff, a former school counselor for Oak Grove Unified School District, filed a complaint alleging retaliation under various provisions of the Labor Code (§1102.5; §232.5; and §923), defamation, and intentional infliction of emotional distress. Plaintiff alleges that Defendants retaliated and effectively terminated her employment when she voiced concerns about improper disclosures of confidential student information.

II. Subpoena

The subject subpoena was issued on January 31, 2026, to Cor-Shoreline. (Karpilow decl., Exhibit 1.) It seeks: "All employment records including personnel files, records of payments, salary and benefits, any and [*sic*] performance evaluation, or correspondence or letters in references [*sic*] to her employment from: March 8, 2023 to present." (*Ibid.*) Plaintiff argues that the requested records are objectionable as exceeding the scope of permissible discovery because they are neither relevant to the subject matter of the litigation nor reasonably calculated to lead to the discovery of admissible evidence.

A. Waiver

Defendants argue that Plaintiff waived her right to object to the subpoena because she agreed to produce the records if Defendants withdrew the subpoena, which they did. They argue that Plaintiff did not subsequently produce all responsive records. Defendants state that Plaintiff only produced two documents: Cor-Shoreline's offer of employment and Cor-Shoreline's educational internet account terms and conditions. Defendants did not file a motion to compel compliance with the agreement to produce documents. Rather, they re-served the subpoena on Cor-Shoreline on January 31, 2026. Defendants provide no legal authority to support their waiver argument. Therefore, they have failed to meet their burden on this issue.

B. Subsequent meet and confer efforts

Subsequent to the filing of this motion, the parties continued meet and confer efforts. In addition, Tad Shapiro, Esq. was appointed by the Court to serve as the volunteer discovery referee on April 28, 2026. He has filed a report outlining his review of the motion documents and his recommendation.

Per Mr. Shapiro's report, Plaintiff has agreed to waive economic damages. Therefore, the request pertaining to any lost wages or benefits is moot. Mr. Shapiro defines the remaining issue as whether Defendants may obtain records from Cor-Shoreline to inquire into whether Plaintiff has experienced difficulties in her employment with Cor-Shoreline similar to those she alleges she experienced with Oak Grove Unified School District.

Plaintiff's motion does not address this specific issue. Rather, Plaintiff merely argues generally that the request is not relevant, not reasonably calculated to lead to the discovery of admissible evidence, and that the records are protected by Plaintiff's right to privacy.

C. Privacy Rights in Discovery

One's constitutional right of privacy is not absolute, and, upon a showing of some compelling public interest, the right of privacy must give way. (*Harris v. Superior Court* (1992) 3 Cal.App.4th 661, 664.) One compelling public interest is the ascertainment of truth and the just resolution of legal claims. (*Ibid.*) When the right to discovery conflicts with a privileged right, the court is required to carefully balance the right of privacy with the need for discovery. (*Ibid.*)The proponent of discovery of constitutionally protected material has the burden of making a threshold showing that the evidence sought is "directly relevant" to the claim or defense. (*Ibid.*)

In opposition, Defendants argue that the requested documents are directly relevant to this action because, if Plaintiff never raised the confidentiality issues at Cor-Shoreline that she raised at Oak Grove, it would suggest that those were either not legitimately held beliefs or that she disregarded those beliefs after her experience at Oak Grove. The allegations in the complaint appear specific to events that occurred at Oak Grove Unified School District. If the same events did not occur at Cor-Shoreline, it is not clear Plaintiff's personnel records with Cor-Shoreline would reflect her concern about the confidentiality of students' counseling records. However, if any such records exist, they are directly relevant to the claims herein. Mr. Shapiro interprets relevant records to mean those regarding issues relating to the confidentiality of counseling records and any disciplinary records. In review of the issued raised within this motion the Court concurs.

The Court has received the Discovery Facilitator's recommendation that it grant the motion to quash the subpoena for Plaintiff's employment records except for records relating to any dispute or discipline regarding the confidentiality of counseling records. It is further recommended that any such documents be produced to the Discovery Facilitator for his review to determine if they are discoverable. The Court now adopts the Discovery Facilitator's recommendations.

D. Discovery Facilitator Fees

The Discovery Facilitator has also advised that fees for his services are now outstanding. As the Parties are aware, the Discovery Facilitator Program and its volunteers offer two (2) free hours of service free of charge. From then onward, the parties may agree to continue with the discovery facilitator provided that agreement is reached between and among the parties and the discovery facilitator as to compensation of the discovery facilitator. (Local Rule 4.14 (F)). The Facilitator's Report details $3,900.00 in fees ($650/hr. x 6 hours), *sans* the free hours, have been incurred to the handling of this matter. The Court assumes the hourly rate was discussed with the Parties prior to the incurrent of such time and fees. Consequently, the Court orders payment of these fees be split equally between the Parties.

III. Conclusion and Order

The motion is **GRANTED EXCEPT as to records relating to any dispute or discipline regarding the confidentiality of counseling records.** As to these, Cor-Shoreline is directed to produce these to Mr. Shapiro for his review to determine whether any are discoverable. Sanctions are denied.

Plaintiff's counsel 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.

2. 24CV01984, 458 Seb Ave LLC. v. Anderson

(TENTATIVE ISSUED BY HON. OSCAR A. PARDO)

IF ORAL ARGUMENT IS REQUESTED, MATTER WILL BE HEARD IN DEPT. 19. PLEASE USE DEPT. 19'S ZOOM LOGIN INFORMATION (SEE BOTTOM OF PAGE).

I. Introduction

Plaintiff 458 SEB AVE LLC ("Plaintiff") moves for a preliminary injunction to enjoin Defendant Eric Gustav Anderson ("Defendant Anderson") from acting or representing himself to third parties as Plaintiff's manager, Tax Matters Partner, Winding-Up Partner, or owner, in any capacity, as well as explicitly precluding Defendant Anderson from (i) transferring any funds or real property owned by Plaintiff; (ii) filing any tax related documentation to the IRS and California Franchise Tax Board ("FTB"); and (iii) submitting documentation to the California Secretary of State.

The motion is brought pursuant to Code of Civil Procedure sections 525 through 527, as well as California Rules of Court, Rule 3.1150 and on the grounds that Andreas Pfanner ("Pfanner"), and not Defendant Anderson, is Plaintiff's sole manager and one hundred percent (100%) owner. Despite Plaintiff's notarized corporate documents to this effect, Plaintiff argues Defendant Anderson has refused and continues to refuse to recognize Pfanner's role and has now (1) submitted erroneous and fraudulent Statements of Information to the California Secretary of State on Plaintiff's behalf, in addition to having (2) filed and submitted erroneous tax returns to the IRS and California FTB on behalf of Plaintiff. Plaintiff argues it will suffer irreparable injury if Defendant Anderson is not enjoined from acting or representing himself to third parties as

Plaintiff's manager, Tax Matters Partner, Winding-Up Partner, or owner, in any capacity, including specifically by transferring any funds or real property owned by Plaintiff and/or filing or amending any tax related documentation or submissions to the California Secretary of State.

II. Legal Standards

The trial courts consider two interrelated questions in deciding whether to issue a preliminary injunction: 1) are the plaintiffs likely to suffer greater injury from a denial of the injunction than the defendants are likely to suffer from its grant; and 2) is there a reasonable probability that the plaintiffs will prevail on the merits. (*Robbins v. Superior Court* (1985) 38 Cal.3d 199, 205.) If plaintiff will suffer great and immediate harm from the denial of the requested injunction and the alleged harm to defendants is minimal, this meets the first prong of the test for issuance of a preliminary injunction. (*Id.,* at p. 207.) It is an abuse of discretion in such instance not to grant the preliminary injunction. (*Id.,* at p. 205.)

III. Analysis

This court recently granted Plaintiff's motion for summary judgment establishing that Pfanner is the 100% owner and manager of Plaintiff. As such, Plaintiff has already prevailed on the merits of this action. In addition, Plaintiff has provided evidence that Defendant Anderson has taken actions on behalf of Plaintiff which has caused harm to it.

As determined in Plaintiff's motion for summary judgment, On June 9, 2023, Pfanner and Defendants Anderson executed the Second Amendment to the Operating Agreement for Plaintiff whereby Pfanner would become the 100% member and sole manager of Plaintiff upon an additional capital contribution of $1,110,712.50. (Plaintiff's MSJ, UMF No. 2; Pfanner decl., ¶6.) Pfanner was later informed that the amount needed to pay off the loan was $1,103,564.50, which he paid. (Plaintiff's MSJ, UMF 3, 4.)

Despite this, Pfanner recently learned that Defendant Anderson caused to be filed with the California Secretary of State a Statement of Information ("November SOI") erroneously identifying himself as Plaintiff's sole manager/member. (Pfanner decl., ¶8.) The November SOI is dated November 21, 2025, and lists Defendant Anderson as Plaintiff's manager or member. (Descamps decl., ¶5, Exhibit G.) Plaintiff did not authorize the submission of this November SOI, and has since submitted a corrected Statement of Information. (Pfanner decl., ¶6.)

Pfanner also recently discovered that Defendant Anderson on Plaintiff's behalf submitted erroneous and fraudulent tax returns for 2023 and 2024. (Pfanner decl., ¶9, Exhibit E.) Plaintiff did not authorize the preparation or submission of these Fraudulent Tax Returns and had no notice they would be filed. (Pfanner decl., ¶10.) Upon learning of their existence, Pfanner demanded that Defendant Anderson's accountant, Mr. Steven Spaeth, withdraw the Fraudulent Tax Returns; Pfanner has not received a response. (*Ibid*.)

The balance of equities clearly weighs in Plaintiff's favor as it is likely to suffer an injury from a denial of this motion and Defendant Anderson will suffer no harm from granting it. Plaintiff has now shown concrete actions taken by Defendant Anderson contrary to Plaintiff's interest, and Defendant Anderson's propensity to act on Plaintiff's behalf without authorization.

IV. Conclusion

For the foregoing reasons, **the motion for Preliminary Injunction is GRANTED**.

Defendant Eric Gustav Anderson is prohibited from:

1. Acting or representing himself to third parties as Plaintiff's manager, Tax Matters Partner, Winding-Up Partner, or owner, in any capacity;
2. Transferring any funds or real property owned by Plaintiff;
3. Filing any tax related documentation with the IRS and/or California Franchise Tax Board ("FTB"); and
4. Submitted documentation on behalf of Plaintiff to the California Secretary of State.

Plaintiff’s counsel is directed to submit a written order to the court consistent with this ruling.

3. <u>25CV06391, Ortiz v. Blackhorse Security Inc., a California corporation</u>

(TENTATIVE ISSUED BY HON. OSCAR A. PARDO)

IF ORAL ARGUMENT IS REQUESTED, MATTER WILL BE HEARD IN DEPT. 19. PLEASE USE DEPT. 19’S ZOOM LOGIN INFORMATION (SEE BOTTOM OF PAGE).

Defendant Blackhorse Security Inc. moves for an order compelling Plaintiff Vilma Ortiz to submit her claims, including her individual PAGA claims, to binding arbitration; dismissing Plaintiff’s putative class claims; and staying all remaining judicial proceedings pending completion of arbitration.

On July 16, 2026, Plaintiff Vilma Ortiz (“Plaintiff”) filed a notice of non-opposition to the motion. Plaintiff states that after reviewing Defendant’s moving papers and participating in meet-and-confer discussions with Defendant’s counsel, Plaintiff has agreed to dismiss Plaintiff’s class claims pursuant to the arbitration agreement and the parties are in the process of resolving Plaintiff’s individual claims through settlement. Plaintiff states the parties have reached a tentative agreement on the material terms of settlement and Plaintiff anticipates the parties will execute a formal settlement agreement shortly. Accordingly, Plaintiff requests that the hearing on the Motion to Compel Arbitration be vacated to allow the parties additional time to finalize the settlement and file a dismissal of this action.

As the parties are in the process of settling this matter, the hearing on Defendant’s motion to compel arbitration is taken off calendar.

This matter remains calendar for a **Case Management Conference on 09/08/26 at 3:00pm** in Dept. 16. The Court will follow up with the Parties on the status of the settlement at that time.

4. <u>MCV-258216, Espinoza Bail Bonds, Inc. v. Ludloff</u>

(TENTATIVE ISSUED BY HON. JANE GASKELL)

IF ORAL ARGUMENT IS REQUESTED, MATTER WILL BE HEARD IN DEPT. 17. PLEASE USE DEPT. 17’S ZOOM LOGIN INFORMATION (SEE BOTTOM OF PAGE).

Plaintiff Espinoza Bail Bonds, Inc. (“Plaintiff”) moves to amend the judgment entered in this action.

1. Judgment

On January 5, 2023, a default judgment was entered in Plaintiff’s favor against Defendant Heather Ludloff aka Heather Ann Ludloff in the amount of $10,551.46.

2. Jose Espinoza dba Espinoza Bail Bonds

The Plaintiff in this action was Espinoza Bail Bonds, Inc. Plaintiff’s counsel states that subsequent to entry of the default judgment, he learned that Plaintiff is not a corporation. Rather, Jose Espinoza does business as Espinoza Bail Bonds. Plaintiff argues the use of the “Inc.” in the name was a clerical error which can be corrected.

   a. CCP section 473

Plaintiff moves pursuant to CCP section 473.

Subsection (d) of section 473 provides: "The court may, upon motion of the injured party, or its own motion, correct clerical mistakes in its judgment or orders as entered, so as to conform to the judgment or order directed, and may, on motion of either party after notice to the other party, set aside any void judgment or order."

It is not clear that this subsection is applicable. Plaintiff sued under the name Espinoza Bail Bonds, Inc. Therefore, judgment was entered as intended using the name provided by the Plaintiff. The error was in filing the complaint using the wrong name.

Subsection (b) of 472 provides, in applicable part: "The court may, upon any terms as may be just, relieve a party or the party's legal representative from a judgment, dismissal, order, or other proceeding taken against the party through the party's mistake, inadvertence, surprise, or excusable neglect. Application for this relief shall be accompanied by a copy of the answer or other pleading proposed to be filed therein, otherwise the application shall not be granted, and shall be made within a reasonable time, in no case exceeding six months, after the judgment, dismissal, order, or proceeding was taken."

Subsection (b) is not applicable because the judgment was not "taken against" Plaintiff. In addition, this motion was filed more than six months since entry of the judgment in this case.

b. Inherent Power to Correct

Plaintiff argues that a court has the inherent power to vacate and correct its judgments due to a clerical error or upon learning of the true identity of a party. Plaintiff cites *Bastajian v. Brown* (1941) 19 Cal.2d 209 and *Pettigrew v. Grand Rent-A-Car* (1984) 154 Cal.App.3d 204.

Independently of statute a trial court has power to correct mistakes and to annul orders and judgments inadvertently or improvidently made. (*Bastajian v. Brown* (1941) 19 Cal.2d 209, 214.) While a court has power to set aside judgments and orders inadvertently made which are not actually the result of the exercise of judgment, it has no power, having once made its decision after regular submission, to set aside or amend judicial error except under appropriate statutory procedure. (*Ibid.*) In *Bastajian,* the Supreme Court found that the error that was the subject of that case was not a judicial one—it did not conform to and set forth the true judgment rendered by the court. (*Ibid.*)

In *Pettigrew v. Grand Rent-A-Car* (1984) 154 Cal.App.3d 204, the appellate court held that the inadvertent making and entry of a money judgment in excess of the amount limited by law was a clerical error which could be corrected by the trial court. (*Id.,* at p.210-211.) A clerical error in a judgment, ''as regards correction, includes one made by the court which cannot reasonably be attributed to exercise of judicial consideration or discretion." (*Id.,* at p. 209–210.) A judgment in the amount of $150,000, instead of the limit of recovery allowed by the applicable statute, $15,000, was therefore not attributable to the exercise of judicial consideration or discretion. (*Id.,* at p. 211.) "It cannot be presumed that the court intended deliberately to render and enter a judgment which was contrary to law. Thus, there was an error in the judgment which was made inadvertently; it was a clerical error and could be corrected by the court under its statutory and inherent power []." (*Ibid.*)

"'Clerical error, ... is to be distinguished from judicial error which cannot be corrected by amendment. The distinction between clerical error and judicial error is 'whether the error was made in rendering the judgment, or in recording the judgment rendered.' [Citation.] Any attempt by a court, under the guise of correcting clerical error, to 'revise its deliberately exercised judicial discretion' is not permitted.' [Citation.]" (*Id.,* at p. 210.) "Witkin has said that the test as to whether an error in a judgment is a clerical or a judicial error 'is simply whether the challenged judgment was made or entered inadvertently (clerical error) or advertently (judicial error)." (*Ibid.*)

"'The general rule with respect to the power of the court to modify a judgment does not preclude the court from correcting clerical errors and misprisions either in the entry of the judgment or due to inadvertence of the court. The term ‘clerical error’ covers all errors, mistakes, or omissions which are not the result of the exercise of the judicial function. If an error, mistake, or omission is the result of inadvertence, but for which a different judgment would have been rendered, the error is clerical and the judgment may be corrected to correspond with what it would have been but for the inadvertence. [Citations.] The court has inherent power to correct such errors. This power extends to striking out findings of fact and conclusions of law and a judgment and substituting wholly different findings of fact and conclusions of law and judgment. In correcting a clerical error or mistake the trial judge may give effect to facts within his personal knowledge and to his recollection. [Citations.]’ [Citation.]” (*Ibid.*)

Plaintiff has not provided authority that this court has the power to change the name of the Plaintiff after entry of judgment.

3. Vacate Judgment

Alternatively, Plaintiff requests that if this court finds it does not have the power to make the requested correction, the default judgment entered against Defendant be vacated and set aside so that Plaintiff can amend the complaint to state Plaintiff’s correct name. This request is GRANTED.

4. Conclusion

The default judgment entered against Defendant on January 5, 2023, against Defendant Heather Ludloff aka Heather Ann Ludloff in the amount of $10,551.46 is hereby VACATED and SET ASIDE.

Plaintiff’s counsel is directed to submit a written order to the court consistent with this ruling.

5. SCV-267521, The Design Build Company, LLC v. De Arkos

(TENTATIVE ISSUED BY HON. JANE GASKELL)

IF ORAL ARGUMENT IS REQUESTED, MATTER WILL BE HEARD IN DEPT. 17. PLEASE USE DEPT. 17’S ZOOM LOGIN INFORMATION (SEE BOTTOM OF PAGE).

Defendant Eduardo De Arkos (“De Arkos”) moves for reconsideration of the order granting Cross-Defendant Robert Auger’s Memorandum of Costs. **The motion is DENIED.**

The trial in this action commenced on November 15, 2024, and concluded on January 31, 2025. Plaintiff Design Build Company, LLC, did not appear. Therefore, on March 18, 2025, this court entered judgment in favor of De Arkos against the Design Build Company, LLC, on its complaint. Trial proceeded on De Arkos’s Cross-Complaint. The jury determined that Cross-Defendants Design Build Company, LLC, Robert Brian Auger, and John William Currier were entitled to judgment against De Arkos on his Cross-Complaint. Accordingly, judgment was entered that Cross-Defendants were not liable to De Arkos and that they could recover costs of suit.

On July 24, 2025, Auger filed a Memorandum of Costs seeking $32,690.00 which was awarded in the Judgment After Jury Trial entered on January 20, 2026.

A motion for reconsideration is brought pursuant to CCP section 1008, which provides at subsection (a): “When an application for an order has been made to a judge, or to a court, and refused in whole or in part, or granted, or granted conditionally, or on terms, any party affected by the order may, within 10 days after service upon the party of written notice of entry of the order and based upon new or different facts, circumstances, or law, make application to the same judge or court that made the order, to reconsider the matter and modify, amend, or revoke the prior order. The party making the application shall state by affidavit what application was made before, when and to what judge, what order or decisions were made, and what new or different facts, circumstances, or law are claimed to be shown."

In his memorandum, De Arkos reasserts the same arguments that have been raised numerous times in various motions to tax costs and for attorney fees. De Arkos asserts that he was the prevailing party in this action. He was the prevailing party on the complaint but not on his Cross-Complaint wherein he sued cross-defendant Auger. Auger was not a defendant to the complaint. As to Auger, De Arkos is *not* the prevailing party.

De Arkos also argues that none of the Cross-Defendants received relief from the stay in the bankruptcy case. The Bankruptcy Order pertains to The Design Build Co., LLC—not defendant Auger. Therefore, it is inapplicable to Auger's cost recovery against De Arkos.

De Arkos makes several additional arguments that have no relevancy to Auger's recovery of costs or this motion.

A court acts in excess of jurisdiction when it grants a motion to reconsider that is not based upon "new or different facts, circumstances, or law." (*Gilberd v. AC Transit* (1995) 32 Cal.App.4th 1494, 1500.) De Arkos has not demonstrated the existence of new or different facts, circumstances, or law. Accordingly, the motion is DENIED.

The court's minute order shall constitute the order of the court.

6. <u>SCV-267534, Garcia v. Rustic Bakery, Inc.</u>

(TENTATIVE ISSUED BY HON. DANA B. SIMONDS)

IF ORAL ARGUMENT IS REQUESTED, MATTER WILL BE HEARD IN DEPT. 18. PLEASE USE DEPT. 18'S ZOOM LOGIN INFORMATION (SEE BOTTOM OF PAGE).

This matter is on calendar for final compliance regarding distribution of funds from the settlement of this action.

On June 11, 2025, this court granted Plaintiffs Jeferson Garcia, Wilson Garcia and Alicia Rueda de Lara ("Plaintiffs") Motion for Final Approval of Class and PAGA Action Settlement. The Gross Settlement Amount to be paid under the Settlement Agreement is $4,000,000. From this amount, Class Counsel collectively sought an award of attorney fees of $1,400,000, litigation expenses of $56,847.46, Enhancement Award for each Plaintiff of $15,000.00, totaling $45,000.00, and $18,950 to Phoenix Settlement Administrators ("Phoenix") as the Settlement Administrator.

On February 13, 2026, the Case Manager at Phoenix, Kevin Lee, filed a declaration describing the distribution of the settlement funds. He states that on June 24, 2025, Phoenix received an EIN from the IRS and opened a bank account through Banc of California. (Lee decl., ¶3.) The account was titled *Garcia, et al. v. Rustic Bakery, Inc., et al.,* also known as the Qualified Settlement Fund ("QSF"). (*Ibid.*) On September 9, 2025, Defendants deposited the total amount of $4,000,000.00 into the QSF. (*Id.,* ¶4.) On November 24, 2025, Phoenix issued and mailed checks from the QSF to each Settlement Class Member (totaling $2,250,722.21), Class Counsel ($1,400,000.00 for attorneys' fees and $56,847.46 for attorneys' costs), Enhancement Payments for $15,000.00 each (totaling $45,000.00), Phoenix ($18,950.00) and the LWDA ($150,000.00). (*Id.* ¶5.) The check-cashing period for Settlement Class Members expired on May 23, 2026, which will be one hundred and eighty (180) days from the date Individual Settlement Payment checks were issued. (*Id.,* ¶6.)

As of the date of the Lee declaration, one thousand eighty-six (1,086) checks totaling $418,123.35 remain uncashed. (*Id.,* ¶7.) Lee states that, pursuant to the Settlement, funds from uncashed checks shall be paid to West Marin Community Services and YMCA Sonoma County, in equal shares, and Phoenix will close the QSF. (*Id.,* ¶9.)

All disbursements were completed in compliance with the Joint Stipulation of Class and PAGA Action Settlement and Release and the Order Granting Plaintiff's Motion for (1) Final Approval of Class and PAGA Action Settlement and (2) For Approval of Attorney Fees and Costs and Plaintiffs' Enhancement Award, and Judgment Thereon. Accordingly, as the time for cashing settlement checks has passed, **Phoenix is directed to remit any amount remaining in the QSF to West Marin Community Services and YMCA Sonoma County, in equal shares, and to close the QSF.**

Plaintiffs' counsel is ordered to dismiss the action within 60 days after the remaining funds are disbursed to West Marin Community Services and YMCA Sonoma County.

Plaintiffs' counsel is directed to submit a written order to the court consistent with this ruling.

7. <u>SCV-273003, Vega v. North Bay Concrete, Inc.</u>

(TENTATIVE ISSUED BY HON. DANA B. SIMONDS)

IF ORAL ARGUMENT IS REQUESTED, MATTER WILL BE HEARD IN DEPT. 18. PLEASE USE DEPT. 18'S ZOOM LOGIN INFORMATION (SEE BOTTOM OF PAGE).

This matter is on calendar for the final report regarding distribution of settlement funds by Class Administrator ILYM Group ("ILYM"), the settlement services provider in this action.

On September 8, 2025, this court signed the Amended Order and Judgment Granting Final Approval of Class Action Settlement. The Gross Settlement amount was approved in the amount of $875,000.00. This amount was to be distributed $30,000 to the California Labor and Workforce Development Agency; $6,550.00 for ILYM's administrative fees; $15,000 as the Class Representative Service Payment; $218,750.00 in attorney fees; and $10,396.28 in litigation costs. The remainder is $594,303.72, including $10,000.00 for the 127 PAGA Group Members for their 24% share of PAGA penalties.

On October 8, 2025, ILYM made all the above payments, plus the additional $20,622.99 to the IRS paid by Defendant in payroll taxes, minus $54,705.44 withheld for the employees' share of the applicable payroll taxes. (Castro decl., ¶¶3-11.) As of July 21, 2026, 48 issued settlement checks remained uncashed. (*Id.,* ¶13.) This totals $28,172.27. (*Ibid*.) On July 20, 2026, in accordance with the terms of the parties' Settlement Agreement, the necessary paperwork and unclaimed funds were sent to the California State Controller's Office - Unclaimed Property Fund. (*Id.,* ¶14.)

All disbursements having now been made and the uncashed amounts having been sent to the State Controller, the final accounting is complete. Plaintiff's counsel is to dismiss the action within 60 days of this hearing.

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<u>DEPT. 17 ZOOM LOGIN</u>

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DEPT. 18 ZOOM LOGIN

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DEPT. 19 ZOOM LOGIN

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