TENTATIVE RULINGS: CIVIL LAW & MOTION

Wednesday, August 26, 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. 23CV00749, Escobar v. Biagi Bros., Inc.

Plaintiffs' unopposed motion for preliminary approval of class action settlement is **GRANTED**. The final approval hearing shall be set on December 2, 2026, at 3:00 p.m. in Department 18.

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

Analysis:

Plaintiffs Fabio Escobar and Lisandro Reyes filed this putative class and PAGA representative action against Defendant Biagi Bros, Inc. alleging several wage and hour claims on behalf of a putative class of all drivers residing in California who worked for Defendant whom Defendant allegedly classified as independent contractors at any time since December 23, 2018.

Plaintiffs' counsel conducted an independent investigation of the allegations and significant informal discovery. On March 17, 2025, the Parties participated in a private mediation with experienced mediator Laurie Quigley Saldaña, Esq., which mediation, after extensive negotiations between the Parties, resulted in an agreement to settle all class and PAGA claims alleged in the Complaint.

Plaintiffs now seek preliminary approval of the settlement agreement. The parties' settlement is for a total amount of $801,000.00. The net settlement amount will be calculated by deducting the following from the settlement sum: (i) the attorneys' fees (i.e., up to $267,000 or 1/3 of the Gross Settlement Amount) and costs (i.e., up to $15,000) (ii) the costs awarded to the Settlement Administrator (i.e., costs estimated to be $5,240), (iii) the enhancement awards to Plaintiffs of up to $10,000 for each Plaintiff and $20,000 in total, (iv) alleged PAGA penalties in the amount of $20,000 (including $15,000 to be paid to the LWDA and $5,000 to be paid to PAGA Members. The total Net Settlement Amount available for distribution to Settlement Class Members will total approximately $473,760.

The Parties have agreed to retain Apex Class Action to handle the notice and settlement administration process. The Claims Administrator will determine each Settlement Class Member's pro rata share of the available Net Settlement Amount based on the total number of checks received by all Class Members. Plaintiff has submitted the procedure by which the individual settlement amounts will be calculated and disbursed. Plaintiff has also submitted proposed notice and exclusion or objection procedures.

I. 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.)

The settlement appears generally within the reasonable range of possible judicial approval. At this preliminary stage, Plaintiff has demonstrated the existence of many elements for the presumption of fairness to apply. After subtracting each of the aforementioned deductions, the net settlement amount is approximately $473,760. which will be distributed between approximately 65 class members. The Court finds the proposed deductions for attorney's fees and costs, the class representative fee, the administrator fee, and the PAGA penalties to be reasonable. This recovery appears to be sufficiently reasonable return for the relative strength of the case and the risks inherent to litigation.

II. The Class

Plaintiff seeks certification of the provisional 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 persons and their respective companies who worked for Defendant as an independent contractor driver in California at any time beginning December 23, 2018 through September 30, 2022. Members of the class can be ascertained from Defendant's records, and a class with an estimated 65 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.

III. 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 proposed notice appears to fully apprise the class members of the relevant considerations. Therefore, preliminary approval appears appropriate.

2. SCV-269094, Lopez v. Foley Family Wines, Inc.

Plaintiffs' unopposed motion for final approval of class action settlement is **GRANTED**.

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

Analysis:

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. They allege several wage and hour claims against defendants.

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"). 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: $100,000.00 as the PAGA Payment to resolve Plaintiffs' PAGA claims.

Class Counsel Fees Payment: Class Counsel's attorneys' fees of one-third (33 1/3%) of the GSA, which is $666,666.67.

Class Counsel Expenses Payment: Reimbursement of actual litigation costs and expenses of $54,490.83.

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 of $17,390.00 in accordance with the Administrator's "not to exceed" bid.

This Court granted preliminary approval of the settlement on April 15, 2026. Plaintiffs now seek final approval.

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.

3-4. SCV-270527, Jane Doe v. Foppoli

Plaintiffs Janes Does' Motion to Compel Defendant Dominic Foppoli's Compliance with the Court's Order Regarding Discovery is **DENIED** per Code of Civil Procedure ("C.C.P.") section 2024.020(a). Per this section, "any party shall be entitled as a matter of right… to have motions concerning discovery heard on or before the 15th day, before the date initially set for the trial of the action." The motion to compel compliance with a discovery-related order was filed on May 19, 2026, and not set to be heard until several weeks after trial already began. The discovery cut-off required the motion to be *heard* before trial. Thus, the Court denies the motion as untimely.

Plaintiffs also filed a motion to strike, or in the alternative to tax, costs claimed on Defendant Active 20-30 #50 ("Active") Foundation's memorandum of costs per California Rules of Court ("C.R.C."), Rule 3.1700 and Code of Civil Procedure ("C.C.P.") section 1034(a). The motion is **GRANTED**.

I. PROCEDURAL HISTORY

Plaintiffs commenced this action alleging that Defendant Foppoli sexually assaulted them and Defendant Active was involved in this litigation because Plaintiffs alleged some of assault occurred at Defendant Active's conference with notice that Foppoli had assaulted other women. (Motion, 1:23-28, 2:1-7.)

On April 10, 2026, the Court issued an Order After Hearing granting Defendant Active's motion for summary judgment/adjudication as to Jane Does #1-3 and #5-7. (See Order After Hearing, 2:6-10.) Following the hearing, Defendant Active filed a memorandum of costs claiming $14,198.58 against Plaintiffs. (See Memorandum of Costs dated April 30, 2026.)

Now Plaintiffs moves to tax costs claimed. No opposition or reply was filed.

II. MOTION TO STRIKE OR TAX COSTS

A. Legal Standard

1. Fees & Costs

C.C.P. section 1032 allows the prevailing party of an action to recover costs. C.C.P. section 1033.5(a) lists the costs that the prevailing party may claim, while section 1033.5(b) lists the costs that are not allowed.

2. Motion to Tax Costs

A party seeking to tax costs on a memorandum of costs has the burden of showing that the costs were not reasonable or necessary. (*Ladas v. California State Auto. Assn.* (1993) 19 Cal.App.4th 761, 774.) If this burden is met using proper objections, the burden of proof shifts to the party claiming costs by providing documentary evidence. (*Jones v. Dumrichob* (1998) 63 Cal.App.4th 1258, 1265.) Once documentation is provided, the party challenging the costs must provide contradicting evidence and the trial court will determine if the disputed costs were reasonably necessary. (*Id*. at 1265-1266.) If a cost claimed is expressly allowed by a statute, the party seeking to tax the costs must show that it was unnecessary and unreasonable; however, where costs are not expressly allowed by statute, the burden is on the party claiming the costs to show the charges were reasonable and necessary. (*Foothill-De Anza Community College Dist. v. Emerich* (2007) 158 Cal.App.4th 11, 29.)

B. Motion to Tax Costs

Plaintiffs argue that the Memorandum of Costs is premature because Jane Doe #4's action against Defendant Active still continues and Defendant has not prevailed at trial yet. (Motion, 3:4-6.)

1. *Deposition Costs*

Plaintiffs seek to have deposition costs claimed of $10,431.70 struck entirely because Defendant Active did not notice a single deposition in this matter and only Plaintiffs and Defendant Foppoli noticed any depositions. (Motion, 3:7-12.) Thus, no costs were incurred or necessary for Defendant Active per C.C.P. section 1033.5(a)(3).

2. *Witness Fees*

Plaintiffs argue that the $75.00 in witness fees claimed are unclear as Defendant Active never deposed anyone in this matter, so none could have been incurred. (Motion, 3:14-17.)

3. *Fees for Electronic Filing or Service*

Plaintiffs that the $3,447.70 claimed in filing or service fees appears to be excessive with no explanation offered by Defendant Active, so Defendant Active should be required to prove these expenses or they should otherwise be stricken. Defendant Active did not oppose to offer any proof or explanation. (Motion, 3:18-21.)

4. *Other*

Plaintiffs seek to strike "other costs" for $244.18 absent any proof of what these costs were and why they were incurred. (Motion, 3:22-24.)

C. Application

The Court finds the motion to tax or strike costs to be warranted and notes that no opposition was filed to offer additional support for the claimed costs, which appear to be excessive or not actually incurred. The Court will grant the motion in its entirety.

III. CONCLUSION

Based on the foregoing, Plaintiffs' motion to compel compliance is **DENIED**. The motion to strike or tax costs is **GRANTED**.

Plaintiffs shall submit a written order on their respective motions consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

5. 25CV00873, Bank of America v. Maldonado

Defendant's motion to compel further discovery responses from Plaintiff is **DENIED**.

Plaintiff's counsel shall submit a written order consistent with this tentative ruling and in compliance with Rule 3.1312.
Analysis:

Defendant propounded discovery requests on Plaintiff and Plaintiff has shown that it served verified responses to those requests by mail on May 14, 2026. The address where Plaintiff served the responses was the address of record for Defendant at the time. Service was complete upon deposit of the discovery responses in the mail. (CCP § 1013.) Therefore, Defendant's deadline for filing this motion was July 6, 2026, taking into account weekends and the additional 5 calendar days for mail service. (CCP §§ 2030.300(c); 2031.310(c); 1013(a).) Defendant filed the motion on July 8, 2026, two days past the statutory deadline. Accordingly, Defendant has waived the right to compel further responses and this Court is without jurisdiction to hear this motion. (*Sexton v. Superior Court* (1997) 58 Cal.App.4th 1403, 1410.)

Furthermore, notwithstanding the above, Defendant has not submitted the discovery requests to the Court. The Court cannot order further responses to discovery requests that the Court has not reviewed.

6. 25CV07729, Barclays Bank Delaware v. Segura

Defendant's unopposed motion to quash service of summons is **GRANTED**.

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

Analysis:

The Code of Civil Procedure states that "[a] defendant, on or before the last day of his or her time to plead or within any further time that the court may for good cause allow, may serve and file a notice of motion...[t]o quash service of summons on the ground of lack of jurisdiction of the court over him or her." (CCP § 418.10(a)(1).)

According to CCP § 415.10 et seq., one may serve the summons and complaint personally on the defendant or the defendant's agents authorized to accept service. (CCP § 415.10.) One may perform substituted service after sufficient effort to effect personal service have been attempted and failed. Substituted service may be effectuated by leaving the papers addressed to defendant at the latter's usual residence or place of business with a competent member of the household or someone in authority at the business *and* mailing a copy to the defendant by first class mail. (CCP § 415.20.)

"When a defendant argues that service of summons did not bring him or her within the trial court's jurisdiction, the plaintiff has 'the burden of proving the facts that did give the court jurisdiction, that is the facts requisite to an effective service.'" (*Am. Express Centurion Bank* (2011) 199 Cal.App.4th 383, 387, quoting *Coulston v. Cooper* (1966) 245 Cal.App.2d 866, 868.)

Here, service of process was done on November 28, 2025 by substituted service at 1818 Pembridge St., Petaluma with an unidentified individual who identified herself as the resident. Defendant has submitted evidence showing that she has not lived at that residence since at least June 7, 2025. Therefore, substituted service at that residence was not sufficient. Plaintiff has failed to oppose this motion, so Plaintiff has failed to show that it complied with the requirements for substituted service. As such, this Court does not have personal jurisdiction over Defendant. Defendant's motion is granted.

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