**TENTATIVE RULINGS**
**LAW & MOTION CALENDAR**
**Wednesday, September 24, 2025, 3:00 p.m.**
**Courtroom 16 – Hon. Patrick M. Broderick**
**3035 Cleveland Avenue, Suite 200, Santa Rosa**

**TO JOIN "ZOOM" ONLINE,**
**Courtroom 16**
**Meeting ID: 161-460-6380**
**Passcode: 840359**
https://sonomacourt-org.zoomgov.com/j/1614606380?pwd=NUdpOEZ0RGxnVjBzNnN6dHZ6c0ZQZz09

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

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

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

## 1. 24CV01984. 458 Seb Ave LLC. v. Anderson

Plaintiff 458 SEB AVE, LLC ("Plaintiff") moves for an order to compel the attendance and testimony of Defendant Eric Gustav Anderson ("Anderson") and awarding monetary sanctions against Defendant Anderson and his counsel in the amount of $20,245.00 pursuant to Code of Civil Procedure §§ 2023.030 and 2025.450.

a. Deposition

On February 18, 2025, Plaintiff served its Notice of Deposition of Anderson, originally noticing Anderson's deposition for May 22, 2025. (Cheng decl., ¶ 2.) On May 7. 2025, Anderson's new counsel, Gianna Geil, requested Anderson's deposition be rescheduled. (*Id.,* ¶ 5.) Later on, Ms. Geil informed Plaintiff's counsel that Anderson was available on June 18, 2025. (*Id.,* ¶ 6.) An amended notice of deposition was served on June 2, 2025. (*Id.,* at ¶ 8.)

On June 18, 2025, Anderson appeared for the Zoom deposition with Ms. Geil and attorney Andrew Hayes. (*Id.,* at ¶ 10.) At that time, Mr. Hayes's pro hac vice application was still pending. (*Id.,* ¶ 10.) Mr. Hayes had planned on defending the deposition. (*Id,* ¶ 12.) Plaintiff's counsel objected that because Mr. Hayes was not yet admitted pro hac vice, his defending the deposition would constitute the unauthorized practice of law to which he objected. (*Id.,* ¶ ¶ 12, 13.) Ms. Geil indicated that if Mr. Hayes was not able to defend the deposition, it would not go forward. (*Id.,* ¶ 16.)

Plaintiff argues that the above conduct constitutes Anderson's failure to comply with CCP section 2025.450(a). While Plaintiff states numerous times in its memorandum that Anderson failed to appear, the accurate description is that he appeared but failed to proceed with the deposition.

Plaintiff has established that the deposition notice was served upon Anderson, who appeared for the deposition, but failed to proceed with it. Plaintiff has also shown that Anderson's counsel's reason for not going forward with the deposition is not supported by law. Anderson has not provided authority in opposition that Plaintiff's counsel should have capitulated to Anderson's counsel's request to have Mr. Hayes defend the deposition, or that this court should not compel Anderson's deposition.

b. Sanctions

CCP section 2025.450(g)(1) requires this court to impose sanctions unless the one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust. Anderson has not established his failure to proceed with the deposition was substantially justified.

Plaintiff requests $20,245.00 in sanctions. Plaintiff's counsel, Michael Cheng, states that his hourly rate is $615, that he spent 14.5 hours preparing for the deposition, 0.9 hours at the deposition, and 2 hours on this motion. (Cheng decl., ¶ 20.) He anticipates an additional hour of his time and an additional four hours of Mr. Descamps's time if opposition is filed. (*Id,* ¶ 21.) Plaintiff's counsel, Kim Descamps, states that his hourly rate is $375. (Descamps decl., ¶ 7.) He states he spent 6.30 hours preparing for the deposition. (*Ibid*.) He states he also spent 10.6 hours on this motion. (*Ibid*.) The deposition reporter cost $1,091.40. (Cheng decl., ¶ 22.)

In opposition, Anderson's counsel argues that Anderson is willing to appear and thus Plaintiff's counsels' preparation will not go to waste and should not be included in sanctions on this motion.

Plaintiff's sanctions request is excessive and not relative to the dereliction. Under the circumstances it seems that if Plaintiff's counsel had requested Anderson's deposition be rescheduled, Anderson's counsel would have done so, and this motion could have been avoided. However, as Anderson did not proceed with the deposition as he was required to do, sanctions are appropriate. Under the circumstances, this court finds sanctions in the amount of $5,791.40 to be reasonable and appropriate.

c. Conclusion and Order

**The motion is GRANTED.** Counsel are directed to meet and confer in order to find a mutually agreeable time for Anderson's deposition, which should take place within 60 days of this order. **Sanctions are granted in the amount of $5,791.40 against Anderson and his counsel of record.**

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. <u>24CV04419, JPMorgan Chase Bank N.A. v. Sager</u>

Plaintiff JPMorgan Chase Bank, N.A. ("Plaintiff") moves for entry of judgment on the pleadings against Defendant Rachel Sager ("Defendant").

On July 26, 2024, Plaintiff filed its complaint against Defendant for recovery of $18,891.70 on its cause of action for common counts.

On August 23, 2024, Defendant filed an answer generally denying each statement alleged in the complaint and alleging various affirmative defenses.

On February 21, 2025, this court granted Plaintiff's motion to deem admitted its requests for admission served upon Defendant on September 5, 2024. (Plaintiff's Request for Judicial Notice, Exhibit A.) Pursuant to those admissions, Defendant is deemed to have admitted that she had a credit account with Plaintiff, that she received periodic statements on that account, that she has a balance due of $18,891.70, that no payments have been made since July 26, 2024, and that the last payment on the account was made within 3 years of the filing of the complaint.

Accordingly, the complaint states facts sufficient to constitute a cause or causes of action against the defendant and, due to the admissions, Defendant's answer does not state facts sufficient to constitute a defense to the complaint. (Code Civ. Proc., § 438(c)(1)(A).)

Based upon Defendant's admissions, there is no possibility that Defendant can amend her answer to state a valid defense. Accordingly, **the motion is GRANTED.** Judgment shall be entered forthwith in accordance with the motion granting judgment to the moving party. (CCP section 438(h)(3).)

The court will sign the proposed order and judgment.

## 3. 24CV05958, Capital One N.A. v. Jenkins

Plaintiff Capital One, N.A. ("Plaintiff") moves for an order pursuant to CCP sections 2023.010 et seq., and 2033.280 deeming admitted the truth of facts in Plaintiff's Requests for Admissions, Set One, propounded on Defendant Bonnie L. Jenkins ("Defendant") by mail on January 8, 2025.

On January 8, 2025, Plaintiff served Defendant by mail with its first set of requests for admissions. (Carr decl., ¶2.) As of May 23, 2025, Plaintiff has not received a response. (*Id.,* ¶3.) Accordingly, ***unless Defendant Bonnie L. Jenkins serves Plaintiff with verified responses, without objections, prior to the hearing on this motion,*** **the motion will be GRANTED and Plaintiff's Requests for Admissions, Set One, will be deemed admitted.**

If Defendant fails to serve Plaintiff with verified responses, without objections, the court will sign the proposed order deeming the requests for admissions admitted.

## 4. 25CV01336, Bailey v. Hyundai Motor America

Defendant Hyundai Motor America ("Hyundai") moves for an order compelling Plaintiffs Bruce W. Bailey and Debra M. Bailey ("Plaintiffs") to arbitrate their claims in accordance with their arbitration agreement and staying this action pending the outcome of arbitration. **The motion is DENIED.**

On February 20, 2025, Plaintiffs filed their complaint against Hyundai alleging causes of action for violations of the Song-Beverly Act. The complaint arises out of the Plaintiffs' purchase of a 2022 Hyundai Santa Fe on February 10, 2022, which Plaintiff alleges was sold with defects.

1. Express Warranty; Plaintiffs' objections

Hyundai argues that the Vehicle's express warranty requires this matter be sent to arbitration. Hyundai's counsel, Jovanni Villa, states: "Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiffs' 2022 Owner's Handbook & Warranty Information." (Villa decl. ¶3.)

Plaintiffs object to this statement and to Exhibit 2 on the grounds of lack of personal knowledge, lack of foundation, and hearsay.

In reply, Hyundai argues that it has sufficiently established the existence of an arbitration agreement citing *Gamboa v. Northeast Community Clinic* (2021) 72 Cal.App.5th 158.

In *Gamboa,* the employer ("the Clinic") moved to compel arbitration. In support of the motion, the Clinic filed a declaration by Marina Lopez. (*Id.,* at p. 163.) Lopez said she was the director of human resources for the Clinic. (*Ibid*.) She said as part of Gamboa's employment agreement, Gamboa had signed an arbitration agreement, which was in effect while she worked for the Clinic. (*Ibid*.) Lopez attached the arbitration agreement as an exhibit to her declaration. (*Ibid*.) The arbitration agreement appeared to be signed by a representative of the Clinic and an employee. (*Ibid*.)

The appellate court stated: "The moving party bears the burden of producing 'prima facie evidence of a written agreement to arbitrate the controversy.' [Citation.] The moving party 'can meet its initial burden by attaching to the [motion or] petition a copy of the arbitration agreement purporting to bear the [opposing party's] signature.' [Citation.] Alternatively, the moving party can meet its burden by setting forth the agreement's provisions in the motion. [Citation.] ["The provisions must be stated verbatim or a copy must be physically or electronically attached to the petition and incorporated by reference."].) For this step, "it is not necessary to follow the normal procedures of document authentication.' [Citation.] If the moving party meets its initial prima facie burden and the opposing party does not dispute the existence of the arbitration agreement, then nothing more is required for the moving party to meet its burden of persuasion." (*Id.,* at p. 165.)

The Gamboa court cited *Condee v. Longwood Management Corp.* (2001) 88 Cal.App.4th 215. In that case, the trial court concluded that the arbitration agreement, included as an exhibit with defendants' petitions, was not properly authenticated. (*Id.,* at p. 218.) The *Condee* court stated: "A document offered into evidence must be properly authenticated regardless of the fact it is not excludable on other grounds. (Evid.Code, § 1401, subd. (a); see generally 2 Witkin, Cal. Evidence (4th ed. 2000) Documentary Evidence, § 3, p. 136.)" The *Condee* court found that the Clinic had established the existence of an agreement. (*Ibid*.) Therefore, the appellate court reversed the trial court. (*Ibid*.) It determined that the burden had shifted to the plaintiffs to prove the right to compel arbitration had been waived or other grounds existed for the revocation of the agreement. (*Ibid*.)

This case is distinguishable from *Condee.* In that case, the director of human resources testified to the existence of the agreement and the circumstances through which it was created. Here, Hyundai's counsel only concludes he has attached Plaintiff's Owner's Handbook and Warranty Information. This only establishes, perhaps, the existence of the handbook—not the existence of an arbitration agreement between Hyundai and the Plaintiffs.

Plaintiffs' objections are sustained.

2. Arbitration Clause in Warranty Handbook

Plaintiffs state they were not aware of the handbook or its arbitration clause. (Declaration of B. Bailey and D. Bailey, ¶¶4-7.) They also argue that an arbitration clause contained in a handbook, even if it was provided when the Vehicle was purchased, is insufficient to create a contract to arbitrate.

Hyundai does not provide evidence contrary to Plaintiffs' assertion that they did not receive the warranty handbook. Rather, Hyundai argues that Plaintiffs are seeking to take advantage of its warranties; therefore, they have assented to the entire warranty agreement.

In *Norcia v. Samsung Telecommunications America, LLC* (9th Cir. 2017) 845 F.3d 1279, the appellate court examined whether the Product Safety & Warranty Information brochure in the Galaxy S4 box created a binding contract between the plaintiff Norcia and defendant Samsung to arbitrate the claims in Norcia's complaint. The brochure was in the form of an express consumer warranty from Samsung to Norcia, the arbitration provision stated that arbitration is required not only for "[a]ll disputes with Samsung arising in any way from this limited warranty" but also for all disputes arising from "the sale, condition or performance of the products." (*Id.,* at p. 1284.) The appellate court noted that Norcia's complaint involved a non-warranty dispute. (*Ibid*.) It also noted

that Norcia did not expressly asset to any agreement in the brochure or otherwise act in a matter that would show his intent to use his silence, or failure to opt out, as a means of accepting the arbitration agreement. (*Id.,* at p. 1285.) In addition, the warranty brochure stated that Norcia was entitled to the benefits of the warranty even if he opted out of arbitration. (*Id.,* at p. 1286.)

A seller is bound by any express warranties given to the buyer, including statements in written warranty agreements, advertisements, oral representations, or presentations of samples or models. (*Id.,* at p. 1288.) Language in a written warranty agreement is "contractual" in the sense that it creates binding, legal obligations on the seller, but a warranty does not impose binding obligations on the buyer. (*Ibid.*) Rather, warranty law "focuses on *the seller's* behavior and obligation—his or her affirmations, promises, and descriptions of the goods—all of which help define what the seller in essence agreed to sell." (*Ibid*. Italics in original.) A warranty generally does not impose any independent obligation on the buyer outside of the context of enforcing the seller's promises. (*Ibid*.) No contract is formed when the writing does not appear to be a contract, and the terms are not called to the attention of the recipient. (*Id.* at p. 1289.)

The *Norcia* court found a reasonable person in Norcia's position would not be on notice that the brochure contained a freestanding obligation outside the scope of the warranty. (*Ibid*.) Nor would a reasonable person understand that receiving the seller's warranty and failing to opt out of an arbitration provision contained within the warranty constituted assent to a provision requiring arbitration of all claims against the seller, including claims not involving the warranty. (*Id.,* at p. 1290.)

The burden of persuasion is always on the moving party to prove the existence of an arbitration agreement with the opposing party by a preponderance of the evidence: "Because the existence of the agreement is a statutory prerequisite to granting the [motion or] petition, the [party seeking arbitration] bears the burden of proving its existence by a preponderance of the evidence." (*Gamboa, supra.,* at p. 164-165, citing case.)

Here, Hyundai has not established an arbitration agreement existed between it and Plaintiffs; i.e., that Plaintiffs were provided sufficient notice of the arbitration provision, and that they either assented to it or had a duty to opt out of it. Nor are the allegations for breach of warranty a means to enforce the subject arbitration clause. A warranty is an obligation placed on the seller—not the buyer. Even if Plaintiffs received the warranty information, Hyundai has not provided evidence that Plaintiffs should have been on notice that it contained an arbitration agreement which they had a duty to opt out of.

As Hyundai has failed to meet its burden on this issue, this court need not address the parties' additional arguments pertaining to the unconscionability/conscionability of the arbitration agreement.

3. Bluelink Connected Services Agreement

Hyundai argues that on February 10, 2022, Plaintiffs enrolled the Vehicle in Hyundai's Bluelink service through the Dealer-Assisted Enrollment process, which has an arbitration clause. (Rao decl., ¶¶7, 18.) Hyundai's Bluelink service refers to a connected car system that includes various functions and features. (*Id.* at ¶ 5.) Hyundai states that in order to enroll in its Bluelink services, customers must agree to the then-effective Connected Services Agreement ("CSA"). (*Id.* at ¶ 6.) Hyundai makes a copy of the CSA available to every customer who enrolls in the Bluelink services plan. (*Id*.)

In order for Plaintiffs to have enrolled in Hyundai's Bluelink services, they would have had to click a box to acknowledge that they "read and agree[d] to the Blue Link Terms & Conditions" and then click the "Complete" button. (Rao Decl., ¶ 11.) The phrase "Terms & Conditions" included a hyperlink to the CSA. (Rao Decl., ¶ 10.) As presented to Plaintiffs, the box acknowledging the Terms & Conditions would not have been "prepopulated" with a check mark.

(Rao Decl., ¶ 11.) Plaintiffs would have had to click that box to acknowledge assent to the CSA. (*Id*.) A customer cannot successfully activate Bluelink services through the Dealer-Assisted Enrollment process unless they complete the step requiring them to click the box acknowledging they agree to the Bluelink Terms and Conditions. (Rao Decl., ¶ 14.)

i. Objection to Paragraph 18

Paragraph 18 provides: "Based on a review of the Connected Services data HAEA collected for Plaintiffs in connection with their 2022 Hyundai Santa Fe purchased on February 10, 2022, Plaintiffs enrolled the 2022 Hyundai Santa Fe in Bluelink services on February 10, 2022 using the DWP and assented on that same date to the then-effective CSA (TNCID 19)." Plaintiffs object to paragraph 18 of Mr. Rao's declaration on the grounds of lack of personal knowledge and lack of foundation.

In his declaration, Vijay Rao states that he is the Director of Connected Ops & Owner Apps/Web, for Hyundai Motor America, Inc. ("HMA"), and has held various other positions at HMA. (Rao decl., ¶1.) In his capacity as Director of Connected Ops & Owner Apps/Web, he administers business activities and processes relating to the Hyundai Bluelink services for Hyundai vehicles. (*Ibid*.) He states he works closely with Hyundai's Information Technology provider affiliate, Hyundai AutoEver America ("HAEA"), which collects and stores Connected Services data on HAEA systems in the normal course of business. (*Ibid*.) Due to the course and scope of his job responsibilities and his review of pertinent documents maintained and relied upon in the ordinary course of business by HMA and its affiliated entities, he states he is knowledgeable as to how HAEA is able to extract true and correct copies of Connected Services Data at HMA's request. (*Id.,* at ¶¶1, 2.)

Mr. Rao testifies to what Bluelink is, how a customer enrolls in it, and what version of the Connected Services Agreement is agreed to. (*Id.,* ¶¶5-6.) He states that Plaintiffs enrolled the Vehicle in Bluelink services on the Dealer Web Portal ("DWP") through a process known as the Dealer-Assisted Enrollment process. (*Id.,* ¶7.) The dealer creates the account and associates the purchased vehicle with the account. (*Id.,* ¶8.) Then the customer enters their personal details and reviews the Bluelink Terms and Conditions. (*Ibid*.) With this enrollment is an agreement to the then-effective CSA. (*Ibid*.) All dealer employees are trained in how to proceed with this enrollment and which information they can and cannot input. (*Id.,* ¶9.)

Upon receiving the dealer-owned device used to sign up for the Bluelink account, the customer must enter their personal details. (*Id.,* ¶10.) They are then presented with a checkbox indicating acceptance of the Bluelink "Terms & Conditions." (*Ibid*.) The phrase "Terms & Conditions" is underlined and includes a hyperlink to the then effective CSA in blue font. (*Ibid*.)

To enroll in Bluelink services, Plaintiffs would have had to check the box to acknowledge that they "read and agree[d] to the Blue Link Terms & Conditions" and then select the "Complete" button just below. As presented to Plaintiffs, the box acknowledging the Terms and Conditions would not have been "prepopulated" with a check mark. Plaintiffs would have had to check that box themselves to acknowledge assent to the CSA. Plaintiffs would have also separately needed to select the "Complete" button to proceed with the enrollment. Upon completion, the device would generate instructions instructing the customer to hand the device back to the dealer employee for subsequent processing. (*Id.,* ¶11.)

If a customer chooses to deny acceptance of the terms and conditions, a customer is unable to continue with the process of enrollment. (*Id.,* ¶12.) A customer cannot successfully activate Bluelink services through the Dealer Assisted Enrollment process unless they complete the step requiring them to check the box acknowledging they agree to the Terms and Conditions, and then select a second button indicating they wish to proceed with the enrollment. (*Id.,* ¶14.)

Hyundai has adequately established a foundation for this document and established it was made in the ordinary course of Hyundai's business. The objection is overruled.

ii. CSA's Terms and Conditions

Mr. Rao is familiar with the HAEA database through his role as the Director or Ops & Owner Apps/Web. (*Id.,* ¶15.) He reviewed the records for the Vehicle and states that Plaintiffs enrolled in Bluelink on February 10, 2022. (*Id.,* ¶¶17-18.) The CSA then in effect was TNCID 19. (*Id.,* ¶18, 20, Exhibit B.) Exhibit A is the HAEA record for Plaintiffs' assent to the CSA on February 10, 2022. (*Id.,* ¶19.)

Plaintiffs argue there is no evidence that it was either one of them who checked the box to enroll in Bluelink. However, they do not state in their declarations that they did not sign up for Bluelink. But, they point out the document attached to Mr. Rao's declaration which indicates they were given a complimentary subscription. (Rao decl., Exhibit C.) This document is a copy of the screen capture that reflects the content and general layout that Plaintiffs would have seen when they "assented" to the then-effective CSA. (*Id.,* ¶21.)

Hyundai does not discuss the specific arbitration agreement in the TNCID 19 CSA. Nor does it explain the effect of Plaintiffs' enrollment status in Bluelink as being "Cancelled" (Rao decl., Exhibit A) or that the subscription appears to have been complimentary (*Id.,* Exhibit C). It is not clear from the evidence whether, in the latter case, the same procedure would apply with Plaintiffs moving through the enrollment process for a complimentary subscription.

Overall, Hyundai has not met its burden to establish that Plaintiffs' Bluelink account was more than a complimentary offering which the Plaintiffs cancelled or declined to enroll in after the initial complimentary subscription ended.

In addition, Hyundai has not established that any arbitration agreement in Bluelink would apply to anything more than the Bluelink service. Arbitration of a claim is appropriate "only where the court is satisfied that the parties agreed to arbitrate *that dispute*." (*Moritz v. Universal City Studios LLC* (2020) 54 Cal.App.5th 238, 246 [Italics in original].) An arbitration agreement is tied to the underlying contract containing it, and applies "only where a dispute has its real source in the contract. The object of an arbitration clause is to implement a contract, not to transcend it." (*Ibid*. [Citing case].) The subject arbitration clause states that it is governed by the Federal Arbitration Act. (Rao decl., Exhibit B.) The FAA requires no enforcement of an arbitration provision with respect to disputes unrelated to the contract in which the provision appears. (*Id.,* at 248.) Therefore, Hyundai's argument that an arbitration provision in their Bluelink subscription requires Plaintiffs arbitrate any conceivable claim that they might ever have against Hyundai is inconsistent with the explicit relatedness requirement.

4. Conclusion and Order

Hyundai has not met its burden to establish the existence of an arbitration agreement between it and Plaintiffs. Therefore, the motion is DENIED.

Plaintiffs' 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.

## 5. 25CV01884, Vorhis v. Ford Motor Company

Defendant Hansel Ford of Petaluma ("Hansel Ford") moves for an order compelling arbitration and staying this action.

On September 24, 2025, Plaintiff filed a Request for Dismissal dismissing Hansel Ford from this action. Therefore, **the motion is dropped as MOOT.**

**6. 25CV02085, Crigler v. McCutchan**

The Hon. Patrick Broderick hereby recuses himself pursuant to Code of Civil Procedure, section 170.1. The matter will be reassigned to the Hon. Oscar A. Pardo in Department 19. Notice of reassignment and notice of rescheduled hearing date will issue separately.

**7. SCV-272665, Miller v. Murillo**

Defendants Mark R. Murillo and Oralee R. Murillo, as individuals and as Trustees of the Murillo Family Trust ("Defendants") move for an order compelling Plaintiff Traci Miller ("Plaintiff") to respond, without objection, to Defendants' Supplemental Interrogatory, Set One, and Supplemental Request for Production of Documents, Set One, served on Plaintiff on September 20, 2024. Defendants request sanctions in the amount of $440.

Defendants served Plaintiff with their Supplemental Interrogatory, Set One, and Supplemental Request for Production of Documents, Set One, on September 20, 2024. (Sharpe decl., ¶2.) Despite attempts to meet and confer, as of the date of the filing of this motion, no responses have been received. (*Id.,* ¶¶5-11.) Accordingly, **the motion is GRANTED.** Plaintiff is directed to serve verified responses, without objections, within 30 days of the service of this order.

Defendants' counsel has spent 2 hours drafting this motion. (Sharpe decl., ¶13.) Her hourly rate is $190. (*Ibid*.) The filing fee was $60. Accordingly, **sanctions are GRANTED in the amount of $440.** Plaintiff is directed to pay sanctions within 15 days of the service of this order.

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

**8. SCV-273876, Rangal v. Catholic Charities of the Diocese of Santa Rosa**

This matter is on calendar for the final accounting after the class action settlement was approved. On October 2, 2025, Plaintiff filed a declaration regarding disbursement of settlement funds. The declaration lists the payment of the settlement funds to the appropriate parties. This court acknowledges and appreciates the accounting and is satisfied that the settlement funds have been appropriately distributed.