

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, October 14, 2026 3:00 p.m.
Courtroom 17 – Hon. Jane Gaskell
3035 Cleveland Avenue, Santa Rosa**

PLEASE NOTE: In accordance with the Order of the Presiding Judge, a party or representative of a party may appear in Department 17 in person or remotely by Zoom, a web conferencing platform.

CourtCall is not permitted for this calendar.

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

TO JOIN D17 ZOOM ONLINE:

Meeting ID: 161 126 4123

Passcode: 062178

<https://sonomacourt-org.zoomgov.com/j/1611264123>

TO JOIN ZOOM BY PHONE:

By Phone (same meeting ID and password as listed for each calendar):

+1 669 254 5252

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** Judge Gaskell's Judicial Assistant by telephone at **(707) 521-6723**, and all other opposing parties of your intent to appear, and **whether that appearance is in person or via Zoom**, by **4:00 p.m. the court day immediately preceding the day of the hearing.**

1. 24CV05163, Larrimore v. Brown

The hearing on Defendant's Motion for Stay of Proceedings is dropped as MOOT due to the parties' notice of conditional settlement filed on October 12, 2026.

2. 24CV05962, Manley v. Hanger Prosthetics & Orthotics West, Inc.

The Court **GRANTS** Plaintiff Danielle Manley's ("Plaintiff") unopposed motion for preliminary approval of class action and PAGA settlement. The Final Fairness Hearing shall be held on Wednesday, **February 10, 2027**, at 3:00 p.m. in Department 17. Moving papers regarding final approval shall be filed no later than **January 8, 2027**.

I. PROCEDURAL HISTORY

Plaintiff brought this wage and hour class and representative action alleging labor code violations against Defendant Hanger Prosthetics & Orthotics West, Inc. ("Defendant") for alleged

misconduct through the Class Period of September 9, 2022, through the date of preliminary approval by the Court. (Memorandum of Points & Authorities [“MPA”], 1:3-7.)

After Plaintiff filed the action, the parties engaged in extensive informal discovery during which Defendant produced demographic information for the Class Members, time and payroll records, policy documents, and Plaintiff’s own personnel records and wage statements. (*Id.* at 5:14-18.) Class Counsel also worked with an expert data scientist with prior class action litigation experience to conduct a comprehensive analysis and extrapolation of the payroll and timekeeping data produced by Defendant to create a detailed exposure analysis for all claims at issue. (MPA, 6:2-7.)

The parties then engaged in a full-day mediation with Kelly Knight, Esq., after which the parties reached a tentative class and PAGA settlement that they later finalized and are now bringing before the Court for preliminary approval. (*Id.* at 6:8-13.) The essential terms of the parties’ settlement are that Defendant will pay a Gross Settlement Amount of \$897,710.00, from which amount Class Counsel now seeks preliminary approval from the Court for certain fees, costs, and required payments. These are considered below.

II. ANALYSIS

Legal Standard for Preliminary Approval

A settlement or compromise of an entire class action, or of a cause of action in a class action, or as to a party, requires the approval of the court after hearing. (C.R.C., Rule 3.769(a).) Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. (C.R.C., Rule 3.769(c).) The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion. (*Ibid.*) The court may make an order approving or denying certification of a provisional settlement class after the preliminary settlement hearing. (C.R.C., Rule 3.769(d).) If the court grants preliminary approval, its order must include the time, date, and place of the final approval hearing; the notice to be given to the class; and any other matters deemed necessary for the proper conduct of a settlement hearing. (C.R.C., Rule 3.769(e).) Additionally, rule 3.769(f) states that, “if the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed 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.* (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.) In making this determination, the court considers all relevant factors including “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.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.)

Plaintiff’s Motion for Preliminary Approval

Plaintiff moves unopposed for preliminary approval of the Court for the below terms outlined under the parties’ proposed Settlement Agreement attached as Exhibit 1 to the Declaration of counsel William C. Sung.

a. Class Members or Class

“Class Members” or “Class” means all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant during the Class Period of September 9, 2022, through the date of the Court’s preliminary approval. (Sung Decl., Ex. 1, Settlement Agreement, §§ 4, 6.)

b. Gross Settlement Amount or GSA

The “Gross Settlement Amount” or “GSA” means a maximum total payment of \$897,710.00 by Defendant for the settlement of the parties’ claims in this action. (*Id.* at Ex. 1, Settlement Agreement, § 15.)

c. Settlement Administrator

“Settlement Administrator,” “Administrator,” or “SA” means Phoenix Settlement Administrators or such other neutral administrator as chosen by the parties and approved by the Court. (*Id.* at Ex. 1, Settlement Agreement, § 30.)

d. Administrator Fees and Costs

Class Counsel applies for preliminary approval of Settlement Administrator costs in an amount estimated up to \$10,500.00. (*Id.* at Ex. 1, Settlement Agreement, § 50.c.)

e. Class Counsel

Plaintiff seeks preliminary approval of counsels William C. Sung, Tiffany L. Luu, and Joseph C. Ramli of JUSTICE FOR WORKERS, P.C. as Class Counsel. (Motion, 2:15-16.)

f. Attorney Fees and Costs

Class Counsel applies to the Court for preliminary approval of attorney fees of no more than 1/3 of the GSA or \$299,236.67 and costs of no more than \$30,000.00. (*Id.* at Ex. A, Settlement Agreement, § 50.a.-b.)

g. PAGA/LWDA Allocation

Pursuant to amendment to C.C.P. section 2699(m), civil penalties recovered by aggrieved employees shall be distributed as follows: 65 percent to the Labor and Workforce Development Agency (“LWDA”) for enforcement of labor laws, including the administration of this part, and for

education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35 percent to the aggrieved employees. The amendments made to section 2699 apply to a civil action brought on or after June 19, 2024; for the PAGA actions brought before that date, the distribution is that 75% of the recovered penalties go to LWDA and 25% go to the aggrieved employees.

This action was filed October 7, 2024, so the amendment does apply. The PAGA Payment sought is for \$50,000.00 with 65% for the LWDA award (\$32,500.00) and the remaining 35% for the Individual PAGA Aggrieved Employee award (\$17,500.00). (*Id.* at Ex. A, Settlement Agreement, § 50.e.)

h. Enhancement Award

Plaintiff as Class Representative seeks preliminary approval of an enhancement award of \$10,000.00. (*Id.* at Ex. A, Settlement Agreement, § 50.d.; Manley Decl., ¶ 7.)

Application

The parties engaged in extensive informal discovery and participated in a full-day, arms-length mediation after which they reached the proposed settlement. (MPA, pp. 5-6.) Plaintiff argues that preliminary approval is met because Plaintiff's claims are meritorious, because absent settlement there are inherent risks involved with proceeding to trial, and because the settlement amount offered is reasonable given the realistic value of the parties' claims. (*Id.* at pp. 9-16.)

No party has filed any objection or opposition to the preliminary approval motion. Furthermore, the proposed notice attached as Exhibit A to the parties' Joint Settlement Agreement, which is Exhibit 1 of the Declaration of Sung, appears thorough and sufficient to adequately notify class members pursuant to Rule 3.769(f). The Courts finds it appropriate to grant preliminary approval.

III. CONCLUSION

Plaintiff's motion for preliminary approval is **GRANTED**. The Final Fairness Hearing shall be held on Wednesday, **February 10, 2027**, at 3:00 p.m. in Department 17. Moving papers regarding final approval shall be filed no later than **January 8, 2027**. The Court will sign the proposed order lodged with the motion.

3. 25CV04755, Castro v. Crazy 8, LLC

The hearing on Defendants Crazy 8, LLC's unopposed motion to compel self-represented Plaintiff Wendy Castro's deposition is **CONTINUED** to October 28, 2026, at 3:00 P.M. in Department 17.

A motion brought under section Code of Civil Procedure section 2025.450 must be accompanied by a meet and confer declaration under section 2016.040, or with a declaration stating that the moving party contacted the deponent to inquire about a nonappearance *after the deponent failed to attend* the noticed deposition and produce responsive items. (C.C.P. § 2025.450(b)(2) [emphasis added].)

Defendants' counsel stated in the supporting declaration submitted with the motion that counsel met and conferred with Plaintiff several times before the deposition, but not after Plaintiff's nonappearance to inquire about it. The Court will allow Defendant to file a supplemental declaration to clarify whether they met and conferred with Plaintiff to inquire into her nonappearance, as is strictly required under section 2025.450(b)(2). If the required declaration is not filed prior to the next hearing date, the Court will consider this motion procedurally defective and deny it on that basis.

4. 25CV05137, American Express National Bank v. Hayeems

Self-Represented Defendant Natalie Hayeems moves for an order compelling arbitration pursuant to the arbitration clause in the Cardmember Agreement, Federal Arbitration Act ("FAA"), and California Code of Civil Procedure ("C.C.P.") section 1281 et seq. The motion is **GRANTED**, for the reasons described below.

I. PROCEDURAL BACKGROUND

The matter came before the Court on June 17, 2026, for Defendant's motion to compel arbitration. On reviewing the parties' briefs, the Court determined that there was valid written arbitration agreement between the parties and that Defendant has elected to resolve Plaintiff's claim by way of arbitration allowed under the agreement. Plaintiff's Opposition found issue with Defendant's lack of compliance with the arbitration procedures outlined in the Cardmember Agreement, so the Court continued the hearing to October 14, 2026, to allow Defendant to comply with the claims procedure outlined in the arbitration clause of the Cardmember Agreement by submitting a claims notice with JAMS or AAA and also to pay Defendant's own share of fees to initiate arbitration. Defendant submitted an updated supplemental declaration on October 6, 2026, which the Court now considers.

II. ANALYSIS

Motion to Compel

Plaintiff American Express National Bank ("Plaintiff") commenced this action to collect on credit card debt owed by Defendant Hayeems in an American Express Gold Card account, which was governed by a Cardmember Agreement containing a binding arbitration clause, attached as Exhibit A to Defendant Hayeems' declaration. (Motion, 4:8-12.) Defendant moves to compel arbitration per the Cardmember Agreement. (*Ibid.*)

Opposition

Plaintiff concedes that there is a written agreement with an arbitration clause, but argues that it is permissive for either party to elect rather than mandatory, and that Defendant has to follow the JAMS or AAA claims procedure before beginning arbitration to send a claim notice, and Defendant is responsible for sharing arbitration fees. (Opposition, pp. 4-6.) However, Plaintiff also requested that a status conference be set 120-180 days from the hearing date regarding initiating arbitration to strike a balance between Defendant's stated interests in resolving this matter by way of arbitration with Plaintiff's desire to litigate this matter should Defendant fail to initiate arbitration. (*Id.* at 6:21-27.)

Reply

In the Reply, Defendant reaffirmed interest in arbitration.

Supplemental Declaration

Per Defendant's declaration filed October 6, 2026, it appears that Defendant has so complied. Defendant submitted a Claim Notice on June 25, 2026, with JAMS, paid the fees required to initiate the arbitration, and received a submission confirmation from JAMS for her demand for arbitration. (Hayeems Decl., Exhibits A-D.) However, on September 10, 2026, Defendant received confirmation from JAMS that there is a backlog and processing delay, so it will be a few weeks until it can actually be assigned to a case manager who will review the file and reach out for the next steps. (*Id.* at Exhibit E.)

Application

Given Defendant's compliance with the Court's order on June 17, 2026, and with what Plaintiff had requested in the Opposition, the Court finds it appropriate to grant the motion and to stay the proceedings pending the arbitration that Defendant has initiated with JAMS.

III. CONCLUSION

The motion is **GRANTED**. The Court will sign the proposed order lodged with the motion on March 10, 2026.

5-6. SCV-271693, Benedetti v. Benedetti

APPEARANCES REQUIRED. The Court will hear Referee/Receiver Michael S. Pecherer's Motion for Quiet Titles filed September 10, 2026, as Referee has submitted proof of service to all relevant parties and Royal Bank of Canada for these motions. While the Court is inclined to grant the motions, the Court will hear the parties evidence regarding their claims to the subject properties before issuing an order and entering judgment as to the titles, pursuant to Code of Civil Procedure ("C.C.P.") section 764.010.

However, Referee's Motion for Quiet Titles filed on May 26, 2026, is **DENIED** as procedurally deficient for failing to include a required memorandum of points and authorities and for lack of proof of service to all interested parties.

The Court **GRANTS** Referee's Motion to Expunge the Deed of Trust ("DOT") under which the Royal Bank of Canada is the beneficiary recorded against 4163 Willie Bird Way (APN 142-051-045) and 4121 Willie Bird Way (APN 142-051-044) for satisfactorily curing the procedural defects that were highlighted by the Court on August 12, 2026.

I. PROCEDURAL HISTORY

Per the Interlocutory Judgment of this Court entered June 15, 2023, the parties' Stipulation, and the Marin County Superior Court Order to Transfer Case to Sonoma County Superior Court entered February 21, 2024, all of the Benedetti properties involved in this proceeding were ordered to be

partitioned by sale. (Memorandum of Points and Authorities in Support of Motion for Quiet Title Orders [“Quiet Titles”], 1:25-28.)

On April 10, 2026, the parties engaged in a settlement conference before the Hon. Dana Simonds, who signed the parties’ Stipulation and Order regarding the issue of title defects establishing a procedure to quiet the titles and an agreement as to how the properties should be titled once they were quieted. (*Id.* at 2:3-6.) The Stipulation and Order contain the following important terms:

1. Paragraph 2: The Parties are in agreement that each of the following trusts owns 1/3 of each of the Properties:
 - a. Willie W. Benedetti Living Trust dated October 25, 2007.
 - b. Edward Elmo Benedetti Revocable Living Trust dated January 20, 2016.
 - c. Riley Benedetti Revocable Living Trust dated November 3, 2021

2. Paragraph 3:

A. The Referee shall order and obtain current title reports on each of the Properties and shall provide true copies thereof to each of the counsel for the Parties. Any costs or expenses incurred in obtaining those reports shall be reimbursed from the funds that the Referee is presently holding in trust.

B. If necessary, the Referee shall consult with the title insurance underwriters at Fidelity National Title to determine whether title insurance would be available when each parcel is sold.

C. To the extent that the Referee deems it necessary, the Referee shall file Quiet Title Motion(s) to resolve any title irregularities that depart from the ownership percentages set forth above in Paragraph 2 and to assure the availability of title insurance.

(Quiet Titles, 3:4-19.)

Pursuant to the April 10, 2026, Stipulated Order, the Referee filed two motions on May 26, 2026: (1) a Motion for Order Expunging Deed of Trust of Royal Bank of Canada; and (2) a Motion for Orders Quieting Titles of Seven Properties. The Quiet Title motion lists the following properties, hereinafter referred to as “the Properties,” that are involved in this partition action:

1. 4100 Willie Bird Way
2. 4163 Willie Bird Way
3. 4192 Willie Bird Way
4. 17267 Highway 12 Sonoma
5. 17281 Highway 12 Sonoma
6. 2000 Valley Ford Franklin School Road, Petaluma
7. Parcel No. 142-051-044-000, County of Sonoma

(Notice of Motion and Motion for Orders Quieting Titles, 2:3-11.)

The Motions came before the Court on August 12, 2026, at which time the Court continued both motions to October 7, 2026, stating that the receiver must provide proof of service on all parties

and those known to hold a potential interest in the properties, specifically Royal Bank of Canada, and must show service of all moving papers as well. (See Minute Order dated August 12, 2026.)

Referee re-filed the Motion for Quiet Titles on September 10, 2026, without withdrawing the previously filed motion, but included a Memorandum of Points and Authorities and an updated Declaration of Service. The Court will deny the first May 26 Motion for Quiet Titles for procedural deficiencies and below only consider the September 10 Motion.

Plaintiffs oppose the September 10 Motion. Referee filed a Reply. The Court now considers the Motion to Expunge and the September 10 Motion for Quiet Titles.

II. ANALYSIS

Motion to Expunge Deed of Trust

The Court reviewed its record and is satisfied that Referee has cured the procedural issues related to the unopposed Motion to Expunge Deed of Trust based on the additional filings made on September 10 and the Referee's Reports. The Court will grant the unopposed motion at this time.

Quiet Titles Motion

Based on the above-mentioned provisions in the Stipulation and Order, along with C.C.P. sections 872.120, 873.070, and 873.060, Referee argues that he is authorized to take the initiative to resolve any issues that stand in the way of completing the partition, including resolving these title issues. (*Id.* at 4:3-16.) The May 26 Motion seeks judgments for quiet titles of the above-listed seven properties. (May 26 Notice of Motion, pp. 1-2.) In support of that prior motion, Referee filed the Referee Report and a Revised Report of Referee, but failed to include any Memorandum of Points and Authorities describing the Court's legal authority to grant quiet title relief on the properties. Furthermore, the moving papers of this motion and notice of hearing date was also never served on Royal Bank of Canada. As such, the Court ordered on August 12, 2026, that the Referee file a proof of service showing service on all parties that may have an interest on the properties, including Royal Bank of Canada, and to file a Memorandum of Points and Authorities to support the motion. As Referee filed a new motion on September 10 and did not withdraw the procedurally deficient motion, the Court now denies that prior motion.

The September 10 Motion, which is supported by a Memorandum of Points and Authorities and a Revised Referee Report, cites to the terms of the Stipulation and Order entered by the Hon. Dana Simonds as authority to file the Motions for Quiet Title because the Court so directed him to file the motion. (Quiet Titles, pp. 2-4.) Referee's Declaration of Service by Mail and Email show all parties were served with the moving papers of this motion as well as the notice of hearing to Royal Bank of Canada. (Declaration of Service by Mail and By Email dated September 10, 2026.)

Opposition to Quiet Titles Motions

Plaintiffs Arthur and Arron Benedetti opposed the May 26, 2026, Motion. The issues raised in that Opposition were that the Referee's Report was unsworn, referred to a Stipulation and Orders that Plaintiffs never signed, the exclusion of any memorandum of points and authorities in violation of California Rules of Court, Rule 3.1112(a), and lack of citation to legal authority providing the Court with the authority to quiet the titles as requested. (Opposition to May 26 Motion, 4:2-9.)

The Opposition to the September 10 Motion argues that the motion is unsupported by evidence because: (1) the Stipulation and Order did not adjudicate issues as to title; (2) the Referee's revised report was not made under penalty of perjury; (3) the referee lacks standing to file the motion; (4) Section 764.010 forbids the entry of these judgments on the record unless after evidence is offered respecting the claims of any defendants; (5) the quiet title judgments will not do what the motion says they are meant for; and (6) the proposed judgments would cloud title instead of clear it. (Opposition, pp. 8-13.)

Reply to Quiet Titles Motions

The Referee claims in both Replies that the Oppositions are meritless and just another instance in which Plaintiffs are obstructing progress of this case towards resolution and accusing Plaintiffs of generating the Oppositions with AI. (Reply to September 10 Motion, pp. 1-3.) The Referee notes that the Referee's report per C.C.P. section 873.010 does not need to be made under penalty of perjury. (*Id.* at pp. 3-4.) Otherwise, Referee argues that his role is as a subordinate judicial officer performing judicial functions at the direction of the Court, so a referee never has any real interest in the ultimate adjudication of the matter. (*Id.* at pp. 4-5.) Generally, Referee also reaffirms the points made in the Motion and supporting papers.

Application

First, the Court does not find any issues as to service or as to standing, as the Referee's role is to perform functions as directed by the Court, not to have any real interest in the matters involved. In his court-appointed role, the Referee is seeking to abide by the Hon. Dana Simond's orders to file a motion to quiet the titles in order to progress the terms agreed to on settlement by the parties.

However, C.C.P. section 764.010 requires the Court to examine into and determine "plaintiff's title against the claims of all the defendants" in a quiet title action, and the court shall not "enter judgment by default but shall in all cases require evidence of plaintiff's title and hear such evidence as may be offered respecting the claims of any of the defendants, other than claims the validity of which is admitted by the plaintiff in the complaint."

Though the Court is inclined to grant the September 10 Motion for Quiet Title, the Court will require the parties' appearances at the hearing to provide evidence as to their respective claims on the titles that Referee seeks for orders quieting title as is required per section 764.010 before the Court issues a ruling and enters judgment on the Properties.

III. CONCLUSION

The Court rules as follows:

1. As to the Motion for Quiet Titles filed on September 10, 2026, the parties shall appear to present evidence regarding their claims to the Properties as required under C.C.P. section 764.010 before the Court may issue an order and enter judgments as to the titles.
2. The Motion for Quiet Titles filed on May 26, 2026, is **DENIED** as procedurally deficient.
3. The Motion to Expunge the Deed of Trust filed May 26, 2026, is **GRANTED**.