

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, October 15, 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. 24CV01487, Jasso v. Santa Rosaidence Opco, LLC.

Plaintiff Daniel Jasso (“Plaintiff”), on behalf of himself and other similarly situated employees of Defendant Santa Rosaidence Opco dba Santa Rosa Post Acute (“Defendant”) (Plaintiff and Defendants together referred to as the “Parties”), moves pursuant to California Code of Civil Procedure § 382 and California Rule of Court 3.769: (1) Preliminarily approving the class action settlement reached between Plaintiff and Defendants, including granting preliminary approval of the class; (2) Approving the form of Notice of Class Action Settlement and procedure for notice to the class; and (3) Setting the final approval hearing. Pursuant to Labor Code § 2699.3(b)(4), the Parties also seek approval of the proposed settlement’s allocation of funds to claims made under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

1. Complaint

On October 31, 2024, Plaintiff filed his first amended complaint for: 1) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 204, 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); 2) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); 3) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); 4) Failure to Properly Pay Sick Pay (Lab. Code § 246); 5) Failure to Indemnify (Lab. Code § 2802); 6) Failure to Provide Accurate Wage Statements (Lab. Code §§ 226(a)); 7) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); 8) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and, 9) Civil Penalties (Lab. Code § 2698, *et seq.*).

2. Settlement Agreement

Under the terms of the proposed Settlement Agreement, Defendant has agreed to pay \$395,000.00 as the Gross Settlement Amount on a non-reversionary basis. (Kim Decl., ¶ 24; Exh. 1, §3.1.) The Settlement Agreement defines the “Class” as “all current and former non-exempt employees of Defendant who worked in the state of California at any time during the Class Period and who did not sign an arbitration agreement,” which is the period from February 29, 2020, through November 8, 2024. (Kim Decl., ¶ 25, Exh. 1 §§ 1.5 and 1.12.) “Aggrieved Employees” are defined as “a person employed by Defendant in California and classified as an hourly, nonexempt employee who worked for Defendant during the PAGA Period,” which is the period from February 28, 2023, to November 8, 2024. (Kim Decl., ¶ 25, Exh. 1 §§ 1.4 and 1.31.)

The “Net Settlement Amount,” available for distribution to Class Members, shall be the Gross Settlement Amount, less Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (Kim Decl., ¶ 26, Exh. 1, §1.28.)

The settlement amounts are as follows: Class Counsel Fees consisting of one-third of the Gross Settlement Amount, which is currently estimated to be \$131,667.00 and Class Counsel Litigation Expenses Payment of actual and reasonable litigation costs and expenses not to exceed \$30,000.00; (Kim Decl., ¶ 26; Exh. 1, §3.2.2); Administration Expenses of not more than \$8,000.00 to Apex Class Action Administration (“Apex”) to serve as the Administrator; (Kim Decl., ¶ 26; Exh. 1, §3.2.3); Class Representative Service Payment of \$5,000.00 to Plaintiff; and (Kim Decl., ¶ 26; Exh. 1, §3.2.1); PAGA Penalties in the amount of \$20,000.00 for civil penalties under PAGA, with 75% (\$15,000.00) paid to the LWDA for the LWDA PAGA Payment and 25% (\$5,000.00) paid to Aggrieved Employees for their Individual PAGA Payments. (Kim Decl., ¶ 26; Exh. 1, §3.2.5.) Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes. (Kim Decl., ¶ 24; Exh. 1, § 3.1.)

The “Individual Class Payment” is the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. (Kim Decl., ¶ 27; Exh. 1, §1.23.) The “Individual PAGA Payment” is the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period. (Kim Decl., ¶ 28; Exh. 1, §3.2.5.1.)

Defendant will pay their employer-side payroll tax obligations on the Wage Portion of the Individual Class Payments in addition to the Gross Settlement Amount. (Kim Decl., ¶ 29; Exh. 1, §3.1.) 10% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”) and are subject to tax withholding and will be reported on an IRS W-2 Form. (Kim Decl., ¶ 28; Exh. 1, § 3.2.4.1.) The remaining 90% will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). (Kim Decl., 29; Exh. 1, § 3.2.4.1.)

Class Members will receive the Class Notice via first class mail (after the Settlement Administrator conducts a national change of address search). (Kim Decl., ¶ 31; Exh. 1, §7.4.2.) If the Class Notice is returned as non-deliverable and a new address is obtained by way of a returned Class Notice, then the Settlement Administrator will promptly forward the original Class Notice to the updated address via first-class regular U.S. mail, indicating on the original packet the date of such re-mailing. (Kim Decl., ¶ 31; Exh. 1, § 7.4.3.) Class Members will have an opportunity to dispute the Workweeks and PAGA Pay Period information provided in their Class Notice and produce evidence to support their contentions. (Kim Decl., ¶ 32; Exh. 1, § 7.6) The Settlement Administrator shall decide the dispute and must encourage the Class Member disputing their credited workweeks to produce supporting documentation in order to resolve the dispute. (*Id.*)

Class Members wishing to opt out from the Settlement Agreement must send a signed written request for exclusion to the Settlement Administrator within 60 days from the initial

mailing of the Class Notice. (Kim Decl., ¶ 33; Exh. 1, §7.5.1.) Participating Class Members will also have the opportunity to object to the Settlement Agreement by serving a copy of the objection to the Settlement Administrator within 60 days after the mailing of the Class Notice. (Id.; Exh. 1, §7.7.2.)

The Parties have also selected Apex Class Action Administration (“Apex”) to handle the notice and administration of the Settlement. (Kim Decl., Exh. 1, § 7.1.) Apex has procedures in place to protect the security of class data, adequate insurance in the event of a data breach or defalcation of funds and is qualified to administer the Settlement. (Declaration of Kimberly Sutherland, ¶ 5.) The procedures for mailing notice and processing exclusions and objections as well as distribution of the Net Settlement Amount are detailed in the Settlement Agreement. (Kim Decl., Exh. 1, §§ 7, 7.1-7.7.2., 1.1.1-1.2.5.)

3. Class Certification

Wage and hour classes are commonly certified due to the generally ascertainable class and the well-defined community of interest in the questions of law and fact involving the parties to be represented. Here, the class is readily identifiable and sufficiently numerous. In addition, the issues of law are common to the class and judicial efficiency makes class treatment preferable.

The proposed settlement is presumptively fair because: (1) it is the product of non-collusive, arm’s-length negotiations that were overseen and guided, in large part, by an independent mediator knowledgeable in wage and hour litigation; (2) it was negotiated by counsel with significant experience in similar wage-and-hour litigation; and (3) it occurred after counsel for the parties engaged in sufficient investigation to evaluate the strength and potential value of the action. (*Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1802.)

Preliminary approval is warranted if the settlement falls within a “reasonable range.” See *North County Contractor’s Ass’n., Inc. v. Touchstone Ins. Servs.* (1994) 27 Cal. App. 4th 1085, 1089-90.) Compromise is inherent and necessary. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 250.)

4. Conclusion and Order

Plaintiff has established that class certification for settlement purposes is appropriate, and Plaintiff’s claims are typical of the class. Plaintiff can adequately represent the class and proposed Class Counsel are experienced in wage and hour and employment class action cases. The proposed settlement appears reasonable. The proposed notice to class members is sufficient to enable class members to make an informed decision about their participation.

Based upon the foregoing, **the motion is GRANTED. The final fairness hearing is hereby set for February 11, 2026, at 3:00 p.m., in Department 16.** Class Counsel are directed to submit a Lodestar analysis for attorney fees for the final approval hearing. The court will sign the proposed order.

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

Plaintiff 458 SEB Ave, LLC (“Plaintiff”) moves for an order compelling Defendant Eric Gustav Anderson (“Defendant”) to provide further responses to Plaintiff’s Special Interrogatories, Set One; Requests for Production of Documents, Set One; Requests for Admission, Set One, and Form Interrogatories, Set One. Plaintiff requests sanctions in the amount of \$4,725.00, or if a reply is necessary an additional \$1,875.00, for a total of \$6,600.00.

1. Discovery

On February 18, 2025, Plaintiff served Defendant with (i) Special Interrogatories, Set One; (ii) Form Interrogatories, Set One; (iii) Requests for Production of Documents, Set One; and (iv) Requests for Admission, Set One. (Decamps decl., ¶2.)

In response to Form Interrogatories, numbers 50.2-50.5, Defendant responded: “Responding Party objects to this interrogatory as overbroad, vague and ambiguous and compound.”

In response to Special Interrogatories, numbers 10, 14-19, and 21-33, Defendant responded with some objections and that he is still reviewing files and records and will provide an amended response once the review is complete.

In response to Requests for Production, numbers 6, and 8-32, Defendant objected on various grounds and responded he was “not aware” of any responsive documents, or that he would provide all relevant, non-privileged documents in his possession and control within certain parameters.

In response to Request for Admissions, numbers 22 and 23, Defendant objected that the requests are vague and ambiguous.

Defendant’s counsel, Gianna Geil, filed a declaration stating that her firm did not represent Defendant at the time the discovery requests were served. She states she has advised Defendant of the importance of responding to discovery requests timely and completely. She advised Defendant that her firm needed the relevant information in order to assist him in responding. She states that Defendant has failed to provide her firm with the requisite information. She agrees that the motion is meritorious.

2. Sanctions

Plaintiff’s counsel states he graduated from law school in 2023. (Descamps decl., ¶12.) He states his hourly rate is \$375 and that he spent 12.6 hours on this motion. (*Ibid.*) Plaintiff’s counsel has not substantiated the reasonableness of his hourly rate. Sanctions are granted against Defendant in the amount of \$3,100.00.

3. Conclusion and Order

As acknowledged by his counsel, Defendant’s responses are not code compliant. Accordingly, **the motion is GRANTED. Defendant is directed to provide further responses to the Plaintiff’s discovery requests, and to pay sanctions, both within 30 days of the service of this order.**

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

3. 24CV02410, C. v. Sonoma Valley Unified School District

Defendant Sonoma Valley Unified School District (“District”) and Molly Kiss (“MK”)(together “Defendants”) demur to the complaint filed by Plaintiff D.C. (“Plaintiff”) on the grounds that: (1) Plaintiff has failed to plead compliance with the Government Tort Claims Act; (2) The complaint fails to state a statutory basis for the causes of action alleged; (3) The complaint does not allege facts sufficient to state a cause of action against Defendants for Negligence and Discrimination; (4) Defendants are immune from liability under Government Code Section 820.2; and (5) Plaintiff’s claim for recovery is time barred. **The demurrer is SUSTAINED. Leave to amend is granted conditioned upon Plaintiff’s counsel holding a conference with Defendants’ counsel regarding the proposed amended complaint.**

On April 8, 2024, Plaintiff filed a complaint against Defendants for Negligence and Discrimination. The complaint alleges that Plaintiff was a good student prior to January of 2022 when he was suspended from the District for one day for fighting with another student. The girlfriend of the boy Plaintiff fought with later made allegations of sexual assault against Plaintiff.

Defendants investigated and recommended Plaintiff's expulsion. Plaintiff alleges he was required to hire an attorney and private investigator to do the investigation that Defendants should have done. Plaintiff alleges based upon the strength of his evidence, his expulsion was not upheld but he paid for the delay financially, academically, and socially. On April 7, 2023, Yolanda Contreras, Plaintiff's Guardian ad Litem, filed a complaint with the District seeking compensatory education, staff training, counseling, and monetary damages. Plaintiff's cause of action for negligence alleges that Defendants failed to treat Plaintiff fairly and failed to properly investigate the allegations of the alleged victims. Plaintiff's cause of action for discrimination alleges that because of his race and gender, Defendants believed the white, female victims.

1. Meet and Confer Efforts

Defendants' counsel, Kristopher Doodha, notes his attempts to meet and confer with Plaintiff's counsel, Joel Fleck. Mr. Doodha attempted to contact Mr. Fleck by email and phone several times. Mr. Fleck responded by email saying he had received the meet and confer letter and that he would respond to it later. Mr. Doodha states he did not receive any further response to his meet and confer efforts.

It is clear that meet and confer efforts—if they had occurred—could have resolved these issues as Mr. Fleck concedes most of the issues raised in this demurrer have merit.

CCP section 430.41(c) provides: "If a court sustains a demurrer to one or more causes of action and grants leave to amend, the court may order a conference of the parties before an amended complaint or cross-complaint or a demurrer to an amended complaint or cross-complaint, may be filed. If a conference is held, the court shall not preclude a party from filing a demurrer and the time to file a demurrer shall not begin until after the conference has concluded. This section does not prohibit the court from ordering a conference on its own motion at any time or prevent a party from requesting that the court order a conference to be held." (Code Civ. Proc., § 430.41(c).)

Pursuant to CCP section 430.41(c), the parties are directed to participate in a conference prior to Plaintiff filing an amended complaint.

2. Government Tort Claims Act

Defendants argue that Plaintiff has not alleged compliance with the Government Tort Claims Act. In order to sue a public entity for money damages, a plaintiff must first present a written claim to the entity no later than six months after accrual of the cause of action. (Govt. Code §§ 911.2, 945.4; *City of Stockton v. Superior Court* (2007) 42 Cal.4th 730, 741-742.) Government Code Section 945.4 provides, in pertinent part, "no suit for money or damages may be brought against a public entity on a cause of action for which a claim is required to be presented until a written claim therefore has been presented to the public entity and has been acted upon by the board, or has been deemed to have been rejected by the board."

Plaintiff does not address this issue.

3. Statutory Basis for Claims

Defendants argue that Plaintiff has not alleged any statutory basis for his claims. Liability against a public entity must be statutorily based. (Govt. Code §815(a); *Eastburn v. Regional Fire Protection Agency* (2003) 31 Cal.4th 1175, 1179-80; *Zelig v. County of Los Angeles* (2002) 27 Cal.4th 1112, 1127.) "Section 815 'abolishes all common law or judicially declared forms of liability for public entities, except for such liability as may be required by the state or federal constitution...Accordingly, 'public entities may be held liable only if a statute ... is found declaring them to be liable.'" (*Forbes v. County of San Bernardino* (2002) 101 Cal.App.4th 48, 53, citing *Creason v. State Dept. of Health Svcs.* (1998) 18 Cal.4th 623, 630.) "Public entity tort liability is exclusively statutory." (*C.A. v. William S. Hart Union High School Dist.* (2012) 53 Cal.4th 861, 868.)

Plaintiff does not dispute this argument. Rather, he suggests a cause of action may be viable under Civil Code section 52.1.

4. Particularity

Defendants argue that Plaintiff's complaint fails to allege with particularity what actions of theirs were unreasonable or lacking in ordinary prudence. Defendants also note that Plaintiff does not allege his race and gender.

Plaintiff states that an amendment to the complaint can address this issue.

5. Immunity

Under Government Code Section 820.2, "[E]xcept as otherwise provided by statute, a public employee is not liable for an injury resulting from his act or omission where the act or omission was the result of the exercise of the discretion vested in him, whether or not such discretion be abused." (*Gates v. Superior Court* (1995) 32 Cal.App.4th 481, 506.) California courts have established that "a governmental immunity is a jurisdictional bar to claim for money damages against a public entity or employee. (*Id.*) "[B]ecause of important policy consideration, the rule has become established that government officials are not personally liable for their discretionary acts within the scope of their authority." (See *Kemmer v. County of Fresno* (1988) 200 Cal. App.3d 1426 [finding immunity for the acts arising out of disciplinary proceedings instituted against a civil service employee by the county and individual county officials]; see *K.C. v. County of Merced* (2025) 109 Cal. App. 5th 606, 617 [finding that discretionary immunity and derivative public entity employer immunity applied to social workers' decisions regarding recipient's reports of abuse in foster homes].) Public employees have immunity for discretionary acts in carrying out their duties, whether or not the discretion is abused. (*Thompson v Sacramento City Unified Sch. Dist.*, 107 Cal.App4th 1352, 1361 (2003) [finding the decision to expel or readmit student is discretionary in nature and falling within discretionary acts immunity].) A discretionary act is one which requires the exercise of judgment or choice. Discretion has also been defined as meaning an equitable decision of what is just and proper under the circumstances. (*Kemmer*, 200 Cal. App.3d at 1437.) Basic policy decisions involving discretion of school employees includes disciplining of students. (*Id.*, at 1438 [the decision "whether or not to initiate disciplinary proceeding and what discipline to impose, involves the exercise of analysis and judgment as to what is just and proper under the circumstances and is not purely ministerial act."].) Decisions of a school principal or superintendent to "impose discipline on students and ... conduct investigations of complaints necessarily require the exercise of judgment or choice" has also been interpreted as discretionary. (*Nicole M. v. Martinez Unified School Dist.* (N.D.Cal. 1997) 964 F.Supp 1369, 1389-90.) As a result, "neither the principal nor superintendent could be liable for ... negligent supervision, training or discipline." (*Id.*, at 1389; *Doe v. Petaluma City Sch. Dist.* (N.D. Cal. 1983) 830 F.Supp 1560, 1583 [decisions on discipline are discretionary and immune from a claim for tort].)

Plaintiff does not address this issue.

6. Statute of Limitations

Defendants also argue that Plaintiff's claims are time-barred. However, as the complaint does not actually allege a statutory cause of action, it is not clear which statute of limitations would apply.

7. Conclusion and Order

The demurrer is SUSTAINED. Mr. Fleck fails to meaningfully argue the possibility of amending the complaint, but requests leave to attempt to do so. As this is the first demurrer, leave to amend is granted. However, such leave is conditioned upon Plaintiff's counsel's participation in a conference with Defendant's counsel prior to filing an amended complaint. Plaintiff's counsel is reminded of his ethical obligation not to present a claim that is not warranted under existing law,

unless it can be supported by a good faith argument for an extension, modification, or reversal of the existing law. (Cal. Rules of Court, Rule 3.1(a)(2).)

Defendants' 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.

Motion to Strike

Defendants also move to strike various allegations in Plaintiff's complaint. Due to the ruling on the demurrer, **the motion to strike is MOOT.**

4. 24CV03671, Hercules v. Pacific States Industries, Inc.

Plaintiff Elmer Hercules ("Plaintiff") moves on behalf of himself and those similarly situated for the following: 1) Preliminarily certifying the settlement class for purposes of settlement pursuant to California Code of Civil Procedure section 382 and California Rules of Court, rule 3.769; 2) Preliminarily appointing Plaintiff as class representative for purposes of settlement; 3) Preliminarily appointing Jonathan Melmed, Kyle D. Smith, and Jaqueline Antillon of Melmed Law Group P.C. as class counsel for purposes of settlement; 4) Preliminarily approving the settlement as fair, adequate, and reasonable, based upon the terms set forth in the parties' *Settlement Agreement and Release of Class and PAGA Action* (the "Settlement Agreement"), including payment by Defendant Pacific States Industries, Inc. ("Defendant") of the non-reversionary gross settlement amount of \$312,500.00 ("Gross Settlement Amount"); 5) Preliminarily approving payment of reasonable attorneys' fees from the Gross Settlement Amount in an amount not to exceed one-third of the Gross Settlement Amount (i.e., up to \$104,166.67), plus necessary litigation costs not to exceed \$20,000.00; 6) Preliminarily approving a class representative service payment in an amount of up to \$5,000.00 for Elmer Hercules from the Gross Settlement Amount to compensate him for the responsibilities, time, effort, and risks involved in coming forward on behalf of the proposed class; 7) Preliminarily approving the allocation of \$31,250.00 for penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, of which 65% (i.e., \$20,312.50) shall be paid to the California Labor and Workforce Development Agency ("LWDA") from the Gross Settlement Amount, with the remaining 35% (i.e., \$10,937.50) payable to the aggrieved employees; 8) Appointing Simpluris, Inc. (the "Settlement Administrator") as the settlement administrator to handle the notice and administration process and preliminarily approving settlement administration costs estimated to be \$8,000.00; 9) Approving the proposed class notice and ordering it be disseminated to the class members as provided in the Settlement Agreement; 10) Directing the Settlement Administrator to mail the class notice to the proposed class in accordance with the terms set forth in the Settlement Agreement; 11) Approving the proposed deadlines for the notice and administration process as reflected in this motion and in the Settlement Agreement; and 12) Setting a date for a final fairness hearing to determine, following dissemination of the proposed class notice packet, whether to grant final approval of the settlement.

1. Pleadings

On June 20, 2024, Plaintiff filed a complaint against Defendant Pacific States Industries, Inc. for: 1) Failure to Pay All Minimum Wages; 2) Failure to Pay All Overtime Wages; 3) Failure to Provide Rest Periods and Pay Missed Rest Period Premiums; 4) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums; 5) Failure to Maintain Accurate Employment Records; 6) Failure to Pay Wages Timely during Employment; 7) Failure to Pay All Wages Earned and Unpaid at Separation; 8) Failure to Indemnify All Necessary Business Expenditures; 9) Failure to Furnish

Accurate Itemized Wage Statements; and, 10) Violations of California’s Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.).

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

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

2. Informal Discovery, Mediation, and Defendant’s Estimated Exposure

Plaintiff’s counsel states they conducted informal discovery prior to mediation. (Melmed decl., ¶ 20.) Discovery, investigation, and prosecution has included, among other things, “numerous telephonic conferences with Plaintiff; inspection and analysis of hundreds of pages of documents, including Defendant’s relevant policies and employee handbook, and other information produced by Plaintiff and Defendant; analysis of work-related data from a sample of Class Members and Aggrieved Employees; an analysis of the legal positions taken by Defendant; investigation into the viability of class treatment of the claims asserted in the action; analysis of potential class-wide damages, including information sufficient to understand Defendant’s potential defenses to Plaintiff’s claims; research of the applicable law with respect to the claims asserted in the Operative Complaint and the potential defenses thereto; and assembling and analyzing of data for calculating damages.” (*Id.*, ¶ 20.)

Plaintiff’s counsel received wage statements and time records for a statistically significant sample size of Class Members during the Class Period. (Melmed Decl., ¶ 21.) Defendant produced approximately a 13.1% sampling of randomly-selected employees, which Plaintiff’s counsel determined provides a statistically significant sample size with a high-degree of confidence for Plaintiff’s expert’s statistical analysis. (*Id.*, ¶ 21.) This sampling included payroll records and timesheets for the Class Members’ shifts during the Class Period. (*Id.*, ¶ 21.) From these records, Plaintiff’s expert carefully crafted a damages model for each of the categories of alleged claims for which the data would reflect violations. (*Id.*, ¶ 21.)

On April 28, 2025, the parties engaged in a full-day mediation with experienced mediator Lisa Klerman, resulting in settlement terms after extensive negotiations. (Melmed Decl., ¶ 22.) Following further discussions, the parties executed the longform Settlement Agreement on May 12, 2025. (*Id.*, ¶ 23.)

Based upon Plaintiff’s counsel’s informal discovery and sampling, Plaintiff’s statistical analysis expert estimates Defendant’s maximum exposure—if Defendant did not prevail on any of its defenses—is approximately \$144,637 for off-the-clock rounding practices; \$422,748.60 for unpaid meal break premiums; \$9,708 for unpaid overtime wages; \$107,341.90 for waiting time penalties; \$1,535,000.00 for wage statement violations; and \$1,560,000 in PAGA penalties. (Melmed Decl., ¶¶26-35, 39-41, 47-49.) Maximum exposure amounts to \$3,779,435.50.

Plaintiff’s counsel states that this maximum exposure is not realistic due to the possibility that Defendant would prevail on its defenses and for difficulties in obtaining class certification. Plaintiff’s counsel reduced recovery for meal break periods by 90% to \$43,274.86; recovery for waiting time penalties by 90% to \$107,341.90; recovery for wage statement violations by 90% \$153,500; and recovery of PAGA penalties to \$77,800. (Melmed decl., ¶¶33, 38, 42.) Plaintiff’s counsel does not explain why he chose 90% as the percentage by which to reduce the maximum exposure to come to a more realistic recovery amount. Plaintiff’s counsel’s “realistic, risk-adjusted exposure” is calculated as \$536,567.00.

3. Settlement Agreement

The “Gross Settlement Amount” is the agreed upon non-reversionary settlement amount totaling \$312,500.00. (Melmed Decl., Exhibit A, §1.21.) The Settlement Class is all individuals who are or were employed by Defendant as non-exempt employees in California during the Class Period

from May 18, 2023, through May 28, 2025. (*Id.*, §1.40.) The Settlement Class consists of approximately 420 individuals. (*Ibid.*)

Of the Gross Settlement Amount, \$31,250.00 is for settlement of PAGA claims. (*Id.*, §1.28.) Sixty-five percent (\$20,312.50) will go to LWDA and 35% (\$10,937.50) will go to the PAGA settlement class. (*Ibid.*) The PAGA Settlement Class consists of approximately 420 employees that worked a total of approximately 15,560 pay periods during the PAGA Period, defined as May 18, 2023, through May 28, 2025. (*Id.*, §§1.29-1.30.)

Plaintiff is requesting an incentive award of \$5,000. (Melmed Decl., Exhibit A, §5.2)

The Settlement Agreement states that 25% of each Individual Settlement Amount shall constitute payment in the form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her), and 75% of each Individual Settlement Amount shall constitute penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her). Prior to final distribution, the Settlement Administrator shall calculate the total Employee's Taxes and Required Withholding due as a result of the wage portion of Class Participants' anticipated Individual Settlement Amounts and such actual amount will be deducted from the Net Settlement Amount. Additionally, prior to the funding of the Gross Settlement Amount and final distribution, the Settlement Administrator shall calculate the total Employer's Taxes due on the wage portion of the Class Participants' Individual Settlement Amounts and issue instructions to Defendant to separately fund these tax obligations/withholdings. (Melmed Decl., Exhibit A, §5.5.)

Simpluris, Inc. has been chosen as the settlement administrator. (Melmed Decl., Exhibit A, §1.2.) Its expenses are estimated not to exceed \$8,000. (*Id.*, §1.2, 6.1.)

The Settlement Agreement states that Class Counsel may apply for an award of Class Attorney Fees and Expenses with the fee portion not to exceed one-third of the Gross Settlement Amount (i.e., \$104,166.67) and the award of costs and expenses up to an additional \$20,000.00. (Melmed Decl., Exhibit A, §5.7.)

The Settlement Agreement contains opt-out and objection procedures for class members. (*Id.*, §§7.3, 7.4.)

4. Analysis

To prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.) The court must determine the settlement is fair, adequate, and reasonable. (*Id.*, at p. 1801.) The purpose of the requirement is "the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties." (*Ibid.*)

"The trial court has broad discretion to determine whether the settlement is fair. [Citation.] It should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. [Citation.] The list of factors is not exhaustive and should be tailored to each case. Due regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry "must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." [Citation.] "Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice.' [Citation.]" (*Dunk v. Ford Motor Co.*, *supra*, at p. 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. (*Id.*, p. 1802.)

Plaintiff proposes to settle for \$312,500.00, which is approximately 8% of Defendant's maximum exposure and 58% of Plaintiff's counsel's estimated reasonable recovery. After the proposed reductions for fees and costs, the Net Settlement Amount left for distribution to class members would be \$155,020.83. Ignoring the tax withholding, if this amount is divided equally between all 420 class members, each would receive approximately \$369.

The memorandum and declaration filed in support of this motion could be used for any wage and hour action. There are no specifics. Plaintiff's counsel discusses what was done in generic terms. He repeats "discovery and investigations were extensive," laments "the potential risk, expense, and complexity posed by litigation," that "continued litigation would be costly," of the "uncertainties of class certification and litigation," and of the potential "unfavorable decisions on class certification, summary judgment, at trial and/or on damages."

The only reason given for accepting just 8% of the maximum exposure is that the issues in the case are contested. Plaintiff has not explained what all was considered in evaluating whether 8% is a reasonable recovery or why a 90% reduction from the maximum recovery represents a realistic recovery in this case.

While the Settlement Agreement allows class members to opt out of the settlement, individual class members are unlikely to do so in order to file their own action when the potential individual recovery is a maximum of approximately \$4,200.

5. Conclusion and Order

Plaintiff's counsel's declaration states that he and Defendant's counsel drafted detailed mediation briefs in this case which detailed the strengths and weaknesses of this case. However, none of these strengths and weaknesses are discussed in this motion. The motion is **CONTINUED to February 11, 2026, at 3:00 p.m., in Department 16, to allow Plaintiff to provide a detailed analysis of what specific factors support finding the relatively small settlement amount is reasonable in this case.**

5. 25CV02061, Calderon v. General Motors, LLC

Defendant General Motors LLC ("GM") (or, "Defendant") demurs to the complaint filed by Jose Calderon ("Plaintiff") on the grounds that, pursuant to Section 430.10(e) of the Code of Civil Procedure, Plaintiff cannot state a cause of action for breach of implied warranty because it is barred by the statute of limitations, and that his cause of action for fraudulent inducement – concealment fails because Plaintiff fails to sufficiently plead the essential elements of a fraud claim. In addition, Defendant argues that the fraud claim is barred by the economic loss rule, independent tort principle, and the statute of limitations.

On October 2, 2025, Plaintiff filed a First Amended Complaint. Accordingly, **the demurrer is DROPPED as MOOT.**

6. SCV-269350, Santry v. Hyundai Motor America

Plaintiff Tamara Santry ("Plaintiff") moves pursuant to a signed 998 Offer to Compromise ("998 Agreement") and the Song-Beverly Consumer Warranty Act ("SBA"), Civil Code section

1794(d), for an award of attorney fees, costs, and expenses in the total amount of \$76,818.27. This amount consists of (1) \$46,778.50 in attorney fees for Strategic Legal Practices, APC (“SLP”); (2) a 1.35 multiplier enhancement on the attorney fees (or \$16,372.48); (3) \$9,667.29 in costs and expenses for SLP; and (4) an additional \$4,000.00 for Plaintiff’s counsel to review Hyundai’s Opposition, draft the Reply, and attend the hearing on this Motion.

A. Attorney Fees

Defendant Hyundai Motor America (“Hyundai”) does not disagree that attorney fees are warranted but it rejects the amount requested. It argues that this routine, template based, fill-in-the-blank litigation is overbilled. It suggests \$23,200.00 as a reasonable amount of fees.

Civil Code section 1794(d) provides: “If the buyer prevails in an action under this section, the buyer shall be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney’s fees based on actual time expended, determined by the court to have been reasonably incurred by the buyer in connection with the commencement and prosecution of such action.”

Plaintiff’s counsel attaches billing records for her firm, Strategic Legal Practices, APC, which is based in Los Angeles. (Shahian decl., Exhibit 28.) The records show the following attorneys worked on this motion: Mark Gibson, Tionna Carvalho, Oliver Tomas, Nino Sanaia, Daniel Law, Michael Tracy, Jared Kaye, Jacob Lister, Matthew Pardo, David Lunn, Aylana Dias, Rosy Stoliker, Regina Liou, Eve Canton, Tara Mejia, Maro Orte, and Helene Farber. The lowest listed hourly rate is \$325 and the highest is \$650. Overall, Oliver Tomas, with an hourly rate of \$610.00 spent the most time on this case—14.9 hours. No paralegals or legal assistants appear to have been involved.

First, due to the number of attorneys working on this case, it shows both that a high degree of skill was not needed, and that there was likely a lot of overlap or extra time spent due to attorneys having to familiarize themselves with the case on multiple occasions. In addition, review of the billing statement shows a seemingly arbitrary determination of who worked on what. The firm did not bill for paralegals or legal assistants. However, Plaintiff incurred more attorney fees and costs as a result of Hyundai’s demurrers, motions to compel, and motion for summary adjudication.

i. Pleadings

Mark Gibson initiated the drafting of the complaint and subpoenas at an hourly rate of \$475. Tionna Carvalho then reviewed and revised the complaint at an hourly rate of \$450. Oliver Thomas revised and finalized the jury fee deposit for \$610 per hour. Oliver Tomas revised and finalized the first amended complaint for \$610 per hour. Overall, Plaintiff’s counsel incurred \$1,880 in attorney fees on drafting pleadings.

ii. Case management conferences

Oliver Thomas revised and finalized a case management statement for \$610 per hour. He billed 0.3 hours. Mark Gibson reviewed the case and prepared for a case management conference at a rate of \$485 per hour. He billed 0.5 hours. Nino Sanaia prepared and attended a case management conference for \$385 per hour. He billed 1.3 hours. Jared Kaye prepared for and attended a case management conference for \$395 per hour. He billed for 2.3 hours. Overall, Plaintiff’s counsel incurred \$1,834.50 in attorney fees for case management conferences.

iii. Motions

Oliver Thomas revised and finalized opposition to Hyundai’s demurrer to the complaint at a rate of \$610 per hour. He billed 3 hours. Tionna Carvalho prepared for and attended the demurrer hearing and prepared the order after hearing for \$550 per hour. She billed 2.7 hours. Overall, Plaintiff’s counsel incurred \$3,315 on the first demurrer.

Oliver Tomas finalized opposition to Hyundai’s motion to compel further responses, drafted an opposition declaration, reviewed Hyundai’s motion to compel further responses and Plaintiff’s

responses in prep for a call with the discovery facilitator, and participated in the discovery facilitator's call all at a rate of \$610 per hour. He billed 7.5 hours. Oliver Tomas prepared for and attended the motion to compel hearing for \$610 per hour. He billed 3.1 hours. Oliver Tomas prepared verifications for \$610 per hour. He billed 0.8 hours. Overall, Plaintiff's counsel incurred \$5,400 in opposition to the motion to compel further responses.

Michael Tracy drafted opposition to the motion to compel arbitration, reviewed the warranty and the facts in the complaint for \$475 per hour. He billed 4.8 hours. Daniel Law reviewed and finalized the opposition to Hyundai's motion to compel arbitration for \$440 per hour. He billed one hour. Michael Tracy prepared for and attended the hearing on Defendant's motion to compel arbitration for \$475 per hour. He billed 2.1 hours. Overall, Plaintiff's counsel incurred \$3,717.50 in opposition to the motion to compel arbitration.

Jacob Lister drafted opposition to Hyundai's demurrer and motion to strike the first amended complaint for \$495 per hour. He billed 8.5 hours. Matthew Pardo prepped for and attended the hearing on the demurrer and motion to strike for \$435 per hour. He billed 1.9 hours. Overall, Plaintiff's counsel incurred \$5,034 in opposition to the second demurrer.

Eve Canton drafted a declaration in support of opposition to Hyundai's motion for summary adjudication for \$325 per hour. She billed 3 hours. Daniel Law drafted and finalized opposition to motion for summary adjudication and supporting documents for \$495 per hour. He billed 8.5 hours. Overall, Plaintiff's counsel incurred \$5,182.50 in opposition to the motion for summary adjudication.

Helene Farber drafted the attorney fee motion for \$610 per hour. She billed 9.8 hours. Overall, Plaintiff's counsel has incurred \$5,978 on this motion.

iv. Discovery

Oliver Tomas revised and finalized Plaintiff's responses to request for production for \$610 per hour. Oliver Thomas prepped supplemental document production at a rate of \$610 per hour. Mark Gibson began drafting and finalizing Plaintiff's discovery requests for \$495 per hour. David Lunn revised and finalized Plaintiff's notice of deposition of experts for \$620 per hour. Aylana Dias began drafting Plaintiff's responses to Hyundai's discovery requests for \$325 per hour. Nino Sanaia revised and finalized those responses for \$425 per hour. Tara Mejia drafted and finalized Plaintiff's discovery requests for \$395 per hour. Aylana Dias drafted an objection to "VI" for \$325 per hour. She billed 1.6 hours. Nino Sanaia revised and finalized the objection to "Amended Demand to VI" for \$425 per hour. Nino Sanaia revised and finalized objection to Hyundai's notice of Plaintiff's deposition. Rosy Stoliker revised and finalized Plaintiff's agreed amended notice of deposition of PMK for \$435 per hour. Overall, Plaintiff's counsel incurred \$5,562 in conducting and responding to discovery.

v. Trial

Rosy Stoliker drafted an ex parte application to enter the parties' joint stipulation "including analyzing discovery responses, motions, and case history" for \$435 per hour. She billed 3 hours. Regina Liou drafted the notice to appear at trial, trial exhibit list, witness list, jury list and instructions, special jury instructions, verdict forms, and statement of the case for \$475 per hour. David Lunn revised and finalized Plaintiff's expert witness designation for \$620 per hour. Rosy Stoliker corresponded regarding the trial continuance for \$435 per hour. David Lunn revised and finalized a declaration regarding unavailability for trial for \$650 per hour. Eve Canton updated trial documents for final review for \$325 per hour. Maro Orte drafted trial subpoenas for \$495 per hour. Overall, Plaintiff's counsel incurred \$4,677 in trial preparation.

vi. Mediation and Settlement

Tionna Carvalho corresponded with opposing counsel regarding the stipulation to mediation and outstanding discovery and prepared for and participated in telephonic mediation for \$595 per

hour. Tionna Carvalho worked on the settlement for \$595 per hour. Overall, Plaintiff's counsel incurred \$2,260 in mediation and settlement negotiations.

vii. Routine correspondence and case management

Rosy Stoliker drafted Plaintiff's ex parte application to enter the parties' joint stipulation to continue Hyundai's motion for summary adjudication, trial, and discovery deadlines for \$435 per hour. She notes this included "analyzing discovery responses, repair history, Defendant's document production and relevant case law and authorities etc. re same. She billed 3 hours. Overall, Plaintiff's counsel incurred \$2,312 in routine correspondent and case management.

viii. Reasonable Fees

Overall, Plaintiff's request of \$46,778.50 for 93.5 hours averages to \$500 per hour for every task billed. Not only is \$500 a very high hourly wage for this area, it is not appropriate for all of the tasks performed. This court finds that attorney fees of \$28,350, plus a multiplier of 1.2 for the contingency nature of this case, for a total of \$36,855, is reasonable under the circumstances of this case.

B. Costs and Expenses

In the signed 998 Offer, HMA agreed to pay Plaintiff's costs and expenses by motion. (*See* Farber Decl. ¶ 69, Ex. 5.) Plaintiff's costs consist of filing service fees, Vertitext charges, service of process fees, and mailing expenses. (Shahian decl., Exhibit 28.) These costs amount to \$9,667.29.

In opposition, Hyundai argues that the "rush" or "immediate" charges for filing is unreasonable. Hyundai also argues that it should not have to pay for the Veritext court reporter because it was Plaintiff who refused to provide the requested sales document in bad faith, which necessitated the motion. Lastly, it argues that there is no explanation for the \$4,444.02 witness fee noted on June 17, 2024.

Hyundai has not supported its first two arguments with authority. However, with respect to the \$4,444.02 witness fee, according to the declaration of Helene Farber, Plaintiff accepted the 998 offer on May 20, 2024. (Farber decl., ¶69.) There is no explanation for this large witness fee incurred after Plaintiff accepted settlement. The motion for this amount is denied.

C. Conclusion and Order

The motion is GRANTED as follows. Attorney fees are granted in the amount of \$36,855. Costs and expenses are awarded in the amount of \$5,223.27.

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.