TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, October 15, 2025 3:00 p.m.
Courtroom 19 –Hon. Oscar A. Pardo
3055 Cleveland Avenue, Santa Rosa

The tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument, **YOU MUST NOTIFY** the Judge's Judicial Assistant by telephone at **(707) 521-6602**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

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

TO JOIN ZOOM ONLINE:

Department 19 Hearings
MeetingID: 160-421-7577
Password: 410765
https://sonomacourt-org.zoomgov.com/j/1604217577

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PLEASE NOTE: The Court's Official Court Reporters are "not available" within the meaning of California Rules of Court, Rule 2.956, for court reporting of civil cases.

1. 24CV02049, Cederborg v. Hanford Applied Restoration & Conservation:

Plaintiff Mark Cederborg ("Plaintiff") filed the complaint in this action against Hanford Applied Restoration and Conservation ("HARC"), Douglas Hanford ("Hanford", together with HARC "Defendants") and Does 1-10 with causes of action for breach of contract and declaratory relief (the "Complaint"). Defendants have in turn filed a cross-complaint against Plaintiff (the "Cross-Complaint"). Defendants had also filed an action in Solano County (case CU24-07002, the "Consolidated Action") now under the current operative first amended consolidated complaint (the "FACC") against EIP III Credit Co., LLC ("EIP"), Ecosystem Investment Partners III, LP ("Eco Investment"), EIP Partners III LP ("EIP Partners"), U.S. Specialty Insurance Company ("USS Insurance"), the State of California Department of Water Resources (the "DOWR", together with other Consolidated Action FACC defendants, "Consolidated Action Defendants"), and Does 1-100. EIP has in turn filed a cross-complaint in the Consolidated Action against Defendants (HARC and Hanford), and Does 1-10 (the "Consolidated Cross-Complaint", or "CXC".

This matter is on calendar for HARC's motion to compel further responses to requests for production of documents under CCP § 2031.310 ("RPODs") from DOWR.

As of July 8, 2025, the Court has appointed a discovery referee, the Hon. Kevin Murphy (the "Referee") as to this matter, and all the parties have signed the stipulation. The referee was stipulated by the parties and was appointed to "hear and determine any and all discovery disputes." The Referee filed a discovery management order on August 11, 2025, and to the Court's knowledge have been heard by the Referee on September 22, 2025. The Referee has filed a discovery management order on August 8, 2025, asking the Court to take these motions off calendar as a result. This motion is properly adjudicated by the appointed referee. This matter appears to have been addressed by the Referee on Decision No. 6, filed with the Court on September 25, 2025. Therefore, until such time as there is any objection to the referee's report under CCP § 643, the Court will take the motion off the calendar.

2. 24CV05158, Sanchez v. Nocal AG, Inc.:

Plaintiffs Artemio Montano Sanchez ("Plaintiff") filed the currently operative first amended complaint (the "FAC") in this action against defendants the Nocal AG, Inc ("Nocal"), FCA US LLC ("FCA", together with Nocal, "Defendants"), and Does 1-25, for multiple alleged causes of action arising out of repairs and warranties related to Plaintiff's vehicle, a 2014 Chrysler Town and Country (the "Vehicle").

This matter is on calendar for the motion by Plaintiff' seeking to compel responses to Set One of requests for production of documents ("RPODs"), from FCA under Code of Civil Procedure ("CCP") § 2031.300, and sanctions thereon. The Motion is GRANTED. Sanctions are GRANTED IN PART.

I. Procedural Issues

Plaintiff asks the Court to take judicial notice of prior cases involving FCA with other plaintiffs. Plaintiff presents no articulable reason why FCA's actions in another case would have any relevance to the instant matter. Judicial notice is necessarily constrained to those matters which are relevant. *Gbur v. Cohen* (1979) 93 Cal.App.3d 296, 301 (Since judicial notice is a substitute for proof, it 'is always confined to those matters which are relevant to the issue at hand."). As such judicial notice is DENIED.

II. Governing Law

A. Discovery Generally

The scope of discovery is one of reason, logic and common sense. *Lipton v. Superior Court* (1996) 48 Cal.App.4th 1599, 1612. The right to discovery is generally liberally construed. *Williams v. Superior Court* (2017) 3 Cal.5th 531, 540. "California law provides parties with expansive discovery rights." *Lopez v. Watchtower Bible & Tract Society of N.Y., Inc.* (2016) 246 Cal.App.4th 566, 590-591. Specifically, the Code provides that "any party may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter involved in the pending action or to the determination of any motion made in that action, if the matter either is itself admissible in evidence or appears reasonably calculated to lead to the discovery of admissible

evidence." CCP § 2017.010; see also, *Garamendi v. Golden Eagle Ins. Co*. (2004) 116 Cal.App.4th 694, 712, fn. 8. ("For discovery purposes, information is relevant if it 'might reasonably assist a party in evaluating the case, preparing for trial, or facilitating settlement…") See *Lopez, supra,* 246 Cal.App.4th at 590-591, citing *Garamendi, supra,* 116 Cal.App.4th at 712, fn. 8. "Admissibility is not the test and information[,] unless privileged, is discoverable if it might reasonably lead to admissible evidence." *Id*. "These rules are applied liberally in favor of discovery, and (contrary to popular belief), fishing expeditions are permissible in some cases." *Id.* "When discovery requests are grossly overbroad on their face, and hence do not appear reasonably related to a legitimate discovery need, a reasonable inference can be drawn of an intent to harass and improperly burden." *Obregon v. Superior Court* (1998) 67 Cal.App.4th 424, 431.

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B. Requests for Production of Documents

Regarding RPODs, a demand for production may request access to "documents, tangible things, land or other property, and electronically stored information in the possession, custody, or control" of another party. A party to whom a document demand is directed must respond to each item in the demand with an agreement to comply, a representation of inability to comply, or an objection. CCP § 2031.210(a). If only part of an item or category demanded is objectionable, the response must contain an agreement to comply with the remainder, or a representation of the inability to comply. CCP § 2031.240(c)(1). If a responding party is not able to comply with a particular request, that party "shall affirm that a diligent search and a reasonable inquiry has been made in an effort to comply with that demand." CCP § 2031.230. "This statement shall also specify whether the inability to comply is because the particular item or category has never existed, has been destroyed, has been lost, misplaced, or stolen, or has never been, or is no longer, in the possession, custody, or control of the responding party" and "[t]he statement shall set forth the name and address of any natural person or organization known or believed by that party to have possession, custody, or control of that item or category of item." *Id.* Where no response was served to a RPOD, there is no time requirement in moving to compel, nor any requirement to show good cause for the production requested. *See* CCP § 2031.300; *see also* Cal.

Prac. Guide Civ. Pro. Before Trial Ch. 8H-8, Enforcing Demand: §§ 8:1484, 8:1487; contra CCP § 2031.310 (b-c) (a motion to compel further shall set forth good cause for the demand and shall be filed within 45 days of service of the unsatisfactory response). Code of Civil Procedure section 2031.300 provides that if a party fails to serve timely responses to requests for production of documents, the responding party waives all objections, including those based on privilege and work product and "[t]he party making the demand may move for an order compelling [a] response to the demand." CCP §2031.300(a)-(b).

There is no requirement to meet and confer prior to filing a motion to compel where there has been no response to discovery requests. *Leach v. Superior Court* (1980) 111 Cal.App.3d 902, 906; *Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 405.

C. Sanctions

Sanctions are mandatory under the CCP for discovery abuses, absent substantial justification. If a party fails to serve a timely response, the court shall impose sanctions unless it finds that the party subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust. CCP §§ 2031.300(c). The purpose of monetary sanctions is to mitigate the effects of the necessity of discovery motions and responses on the prevailing party. There is no requirement that the failure to comply with discovery be willful for the court to impose monetary sanctions. *Ellis v. Toshiba America Information Systems, Inc.* (2013) 218 Cal.App.4th 853, 878.

For the court to order sanctions against an attorney, the Court must find that the attorney advised their client to engage in discovery misconduct. *Kwan Software Engineering, Inc. v. Hennings* (2020) 58 Cal.App.5th 57, 81. Additionally, the motion must advise the attorney that joint and several liability against the attorney is sought for the sanctions. *Blumenthal v. Superior Court* (1980) 103 Cal.App.3d 317, 319.

III. Analysis

Plaintiff moves the Court to compel responses to RPODs, averring that FCA has served no responses. FCA has filed an opposition and argues that they served documents on July 30, 2025, and served responses to the RPODs on August 11, 2025. FCA acknowledges that the responses were untimely but argues that the objections have not been waived because Plaintiff has suffered no prejudice due to the untimely responses.

First, it is worth noting that FCA has filed an opposition, but it is unaccompanied by any declaration or evidence, and for its claim for CCP §473(b). FCA contends that they served responses, but there is no evidentiary support for that position. FCA's opposition fails to display that the motion is without merit as a result.

Moreover, even if FCA had provided a declaration establishing some evidence that it had served responses and documents thereby mooting Plaintiff's motion, these contentions are not credible due to internal inconsistencies and the evidence presented by Plaintiff. FCA contends that they

produced documents on July 30, 2025. They then contend that responses were served on August 11, 2025. Since the responses are required to determine the scope of the documents produced, and FCA was required to identify which RPOD the documents respond to (see CCP § 2031.280), it appears highly improbable that FCA produced documents *prior* to producing responses. Second, Plaintiff presents evidence that on July 30, 2025, FCA's counsel sent an email stating, "[Y]ou should have the responses **and the documents** by the end of the week. See Gearinger Declaration, Ex. C. This statements draw the production of documents on July 30, 2025 into doubt.

Cutting to FCA's contention that their objections should not be deemed waived also fails. FCA's opposition does not purport to ask for any form of "relief" contending that the objections are not waived and somehow proceeding to the analysis required for relief without asking for that relief. Importantly, FCA has not performed the act required for the Court to consider such a request. The statute requires that relief from waiver be "on motion". CCP § 2031.300(a). FCA concedes this in their memorandum, but do not address the deficiency. FCA's Opposition, pg. 2:20-24 ("the court may relieve a party … on noticed motion"). There is no motion before the Court from FCA. Therefore, the Court will not consider FCA's request for relief as it is procedural and substantively flawed.

FCA asserts that Plaintiff has suffered no prejudice and therefore their objections are not waived. This is a substantial misreading of the statute. Prejudice to Plaintiff is not relevant unless the Court has an appropriate request for relief. No such request is before the Court. Indeed, FCA boldly argues against the "purported waiver", but the waiver is actual and it occurred whether FCA served late responses or no responses at all. The waiver of FCA's objections is automatic. CCP § 2031.300 (when a party "fails to serve a timely response", that party "waives any objection".). Once the waiver occurs, the only option left to FCA is relief. FCA's remedy thereafter is a motion to be relived from such "mistake, inadvertence or excusable neglect". Certainly, the parties could stipulate to relieve FCA, but if Plaintiff does not do so, FCA's remedy is not to sit idle, but to affirmatively move the Court for such relief. The solution does not appear to be forcing Plaintiff to move the Court to compel responses. FCA's election to oppose, without any clear request for relief, does not appear to be a motion as contemplated by the statute. The Court will not and cannot relieve FCA under these facts.

FCA's evidentiary failing again becomes relevant, because if the Court were to somehow have a basis to consider such a request, FCA has not shown that the responses it did serve were in "substantial compliance", because there is no evidence of responses at all before the Court. Certainly, if the responses are replete with boilerplate objections, that would not be a response in substantial compliance with CCP § 2031.300(a)(1).

For these various reasons, Plaintiff's motion is GRANTED.

IV. Sanctions

Plaintiff requests sanctions for FCA's failure to produce code complaint responses. In so doing, they produce an attorney declaration which avers the time spent and the "reasonable rate" charged by counsel. The purpose of monetary sanctions is to mitigate the effects of the necessity

of discovery motions and responses on the prevailing party. "The court may impose a monetary sanction ordering that one engaging in the misuse of the discovery process, or any attorney advising that conduct, or both pay the reasonable expenses, including attorney's fees, incurred by anyone as a result of that conduct." CCP § 2023.030. Requests for fees on discovery motions must be both actual and reasonable. *See Kwan Software Engineering, Inc. v. Hennings* (2020) 58 Cal.App.5th 57, 74; *Argaman v. Ratan* (1999) 73 Cal.App.4th 1173, 1181. Plaintiff requests 5.8 attorney hours at $975 per hour, which with $60 in costs comes to $5,715.

The time expended appears reasonable in the context of the extended efforts Plaintiff underwent to try to resolve the matter without motion. The Court finds 5.8 hours reasonable.

However, the Court finds that the hourly rates are not reasonable based on the expected rate in Sonoma County for similar work. Plaintiff's evidence has limited relevance to prevailing rates here. The "experienced trial judge is the best judge of the value of professional services rendered in his court…" *Serrano v. Priest* (1977) 20 Cal.3d 25, 49 (internal citation omitted). A court is entitled to rely on it's own practical experience in determining what is a proper rate within the community. See *Heritage Pacific Financial, LLC v. Monroy* (2013) 215 Cal.App.4th 972, 1009 (*Heritage Pacific Financial*) ["The court may rely on its own knowledge and familiarity with the legal market in setting a reasonable hourly rate"]; accord, *569 East County Boulevard LLC v. Backcountry Against the Dump, Inc.* (2016) 6 Cal.App.5th 426, 437 (*569 East County Boulevard*). Plaintiff makes many references to prevailing rates in the San Francisco bay area, but the Court concludes that the relevant community in this case is Sonoma County, and does not extend to the major metropolitan area of San Francisco. *See Nichols v. City of Taft* (2007) 155 Cal.App.4th 1233, 1243 ("a court's use of reasonable rates in the local community, as an integral part of the initial lodestar equation, is one of the means of providing some objectivity to the process of determining reasonable attorney fees"). The rates requested are substantially higher than would be expected in Sonoma County.

Plaintiff's counsel has an extensive background in litigation and has been a member of the bar for 35 years, and therefore the Court finds the high end of local partner rates appropriate. The Court finds that with the qualifications and experience set forth in the Gearinger Declaration, fees in line with similarly qualified attorneys in the local, Sonoma County, community are up to $650 per hour.

This results in reasonable attorneys fees of $3,770, plus $60 of costs. Plaintiff also requests additional attorney's fees on reply for the time expanded thereon. While the amount contained in the original notice typically acts as a cap on the allowable sanctions (see CCP § 2023.040), the Court has not granted Plaintiff that full amount. Plaintiff has spent 1.8 hours on reply, and this appears to be a reasonable amount of time. At $650 per hour, this results in $1,170 in additional fees on reply. With the moving fees, costs, and fees for reply, total allowable sanctions are $5,000.

FCA's counsel makes admission of their own error leading to the discovery abuse and holding them jointly and severally liable is therefore proper. The Court grants this amount as sanctions against FCA and their attorneys. Plaintiff's request for sanctions is GRANTED in the amount of

$5,000. FCA and/or their counsel are to pay sanctions in this amount to Plaintiff within 30 days of notice of this order.

I. Conclusion

Plaintiff's motion is **GRANTED**. FCA will produce code-compliant, objection free responses within 20 days of notice of this order. Plaintiff's request for sanctions is **GRANTED** in the amount of $5,000. FCA and/or their counsel are to pay sanctions in this amount to Plaintiff within 30 days of notice of this order.

Plaintiff's counsel shall submit a written order to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

3. 24CV06443, Hiebert v. Sunrun Inc., Delaware Corporation:

Plaintiff's Counsel seeks to be relieved on the basis of an irreparable breakdown in the attorney client relationship. The Court notes that the Declaration in Support states that Plaintiff was served via mail. Counsel appears to have expended substantial efforts in confirming the address, having performed a skip trace, and contacted Plaintiff's relatives. Service to all affected parties as to the hearing date of the motion appears to be complete with Plaintiff's counsel's filing of the Notice of Hearing on September 9, 2025.

However, the Court notes that this matter is currently stayed pending arbitration, but Plaintiff Counsel's motion offers no transparency as to the status of that proceeding. This effectively removes the ability of the Court to make a determination as to the prejudice to Plaintiff in allowing withdrawal.

Therefore, Counsel's motion to be relieved as counsel for Defendants is **DENIED without prejudice**.

4. SCV-264530, Pelayo v. Utility Partners of America, LLC:

Plaintiffs David Pelayo, Roberto Hernandez, Edmond Andre, Bryan Munoz and Brian Medeiros ("Plaintiffs"), filed the complaint in this action against Utility Partners of America, LLC ("UPA"), the City of Santa Rosa (the "City") and Does 1-250 arising out of alleged violations of employment law (the "Complaint"). UPA and the City have each filed cross-complaints against the other.

This matter is on calendar for the post-judgment motion by the City for costs of proof under CCP § 2033.420.

I. Facts and Procedure

This case arises out of a civic project in the City of Santa Rosa for which the City contracted with UPA to perform the necessary construction work. UPA and the City were engaged in a

substantive bid and estimate process, which eventually resulted in UPA being granted the project, subject to the contract for the work (the "Contract"). The Contract contained an express indemnity clause requiring UPA to indemnify the City absent the City's active negligence. UPA subsequently hired Plaintiffs and according to the allegations of the Complaint, paid them below the prevailing wage as would otherwise be required by labor laws. UPA has at various stages argued that it did so in reliance on precontractual representations by the City that an adjustment to the prevailing wage would be obtained for the project. After Plaintiffs filed this case, UPA and the City each filed cross-complaints against the other for indemnity, either equitable or express respectively.

The City propounded discovery including RFAs to UPA, asking them to admit and deny various issues regarding the Contract and Plaintiffs. The City eventually obtained a good faith settlement determination with Plaintiffs. UPA appealed, and the good faith settlement was affirmed by the First District, foreclosing UPA's recovery for equitable indemnity. UPA and the City proceeded to trial on the City's Cross-Complaint, and the Court found in favor of the City, awarding all costs and fees ($406,682.74) associated with the City's defense of claims by Plaintiffs, but not those fees associated with the City's claim for the failure to indemnify ($137,378.08), citing *Hillman v. Leland E. Burns, Inc.* (1989) 209 Cal.App.3d 860, 869.

II. Costs Under CCP § 2033.420

CCP § 2033.420(a) provides,

> If a party fails to admit the genuineness of any document or the truth of any matter when requested to do so under this chapter, and if the party requesting that admission thereafter proves the genuineness of that document or the truth of that matter, the party requesting the admission may move the court for an order requiring the party to whom the request was directed to pay the reasonable expenses *incurred in making that proof*, including reasonable attorney's fees.

(Italics added.) The statute further provides, "The court shall make this order *unless it finds any of the following, …*"

> (3) The party failing to make the admission had reasonable ground to believe that that party would prevail on the matter.
>
> (4) There was other good reason for the failure to admit.

(CCP § 2033.420(b). Italics added.)

"Costs of proof are recoverable only where the moving party actually proves the matters that are the subject of the requests." *Grace v. Mansourian* (2015) 240 Cal.App.4th 523, 529. The costs need not be exclusively proven at trial, both summary judgment and pretrial motions may serve as a basis for cost recovery under CCP § 2033.420. *Barnett v. Penske Truck Leasing* (2001) 90 Cal.App.4th 494, 497; *Vargas v. Gallizzi* (2023) 96 Cal.App.5th 362, 371.

"The requested amounts must be segregated from costs and fees expended to prove other issues." *Grace v. Mansourian* (2015) 240 Cal.App.4th 523, 529. Where the propounding party does prove a denied matter, "the statute authorizes only those expenses 'incurred in making that proof,' i.e., proving the matters denied by the opposing party." *Garcia v. Hyster Co.* (1994) 28 Cal.App.4th 724, 736-737. This means that the moving party bears the burden producing evidence accounting for that time related to proving the denied admissions, and excluding time which was clearly expended on matters not contained in the admission. *Id*. at 737. "Further, those amounts cannot be awarded if the parties stipulated to facts, even if the responding party had previously denied them." *Grace v. Mansourian* (2015) 240 Cal.App.4th 523, 530, citing *Stull v. Sparrow* (2001) 92 Cal.App.4th 860, 867.

If a litigant had reasonable grounds to deny a request for admission, costs under CCP § 2033.420 are improper. *Grace v. Mansourian* (2015) 240 Cal.App.4th 523, 532. "The relevant question is whether the litigant had a reasonable, good faith belief he or she would *prevail* on the issue at trial." *Samsky v. State Farm Mutual Automobile Ins. Co.* (2019) 37 Cal.App.5th 517, 526, quoting *Orange County Water Dist. v. The Arnold Engineering Co.* (2018) 31 Cal.App.5th 96, 119. "If a party who denies a request for admission lacks personal knowledge but had available sources of information and failed to make a reasonable investigation, the failure will justify an award of sanctions." *Rosales v. Thermex-Thermatron, Inc.* (1998) 67 Cal.App.4th 187, 198.

> Consideration of this question requires not only an assessment of the substantiality of the evidence for and against the issue known or available to the party, but also the credibility of that evidence, the likelihood that it would be admissible at trial and persuasive to the trier of fact, the relationship of the issue to other issues anticipated to be part of trial (including the issue's importance), the party's efforts to investigate the issue and obtain further evidence, and the overall state of discovery at the time of the denials and thereafter. Because the trial court supervises discovery and presides over trial, it is in a much better position to weigh these considerations and decide whether, in its discretion, the party who made the denials should be responsible for costs of proof on the issue.

Orange County Water Dist. v. The Arnold Engineering Co. (2018) 31 Cal.App.5th 96, 119.

The burden to show that these reasonable grounds exist falls on the party who responded to the request for admission, and failed to prevail on the issue at trial. *Samsky v. State Farm Mutual Automobile Ins. Co.* (2019) 37 Cal.App.5th 517, 524.

III. Analysis

The City seeks to recover $158,454 in costs proving nine denied RFAs. The City opines that the RFAs fall into three categories. UPA's opposition is almost entirely predicated on arguments of reasonable denials and arguably objections (some of which were not even interposed in the RFA responses). The City fails to meet its initial burden on the motion.

First, the Court finds that the City has not shown that all the RFAs at issue were a matter "proven" as a necessity of the case. Each of the RFAs relate to the duties between UPA and the

City as to the contract, the duties the City may have owed Plaintiffs, and whether any part of the precontractual discussions might be includable as terms to the Contract.

In essence, the RFAs at issue are about the enforceability of the contract, but the enforceability of the contract was never at issue in a forum where the City had to "prove" the contention. The parties stipulated that the contract was "valid and enforceable". See City's 5/23/2025 Stipulations of Fact at Trial, ¶ 1. This stipulation of fact appears to go directly to the issue of duty, and a stipulation directly before trial is sufficient to obviate a request for costs under CCP § 2033.420. *Stull v. Sparrow* (2001) 92 Cal.App.4th 860, 865. While UPA appears to have denied matters which should have been admitted, the Court, having presided over the bench trial, is not persuaded that this was a matter which the City expended resources proving. The bulk of the trial related to the scope of damages, which, as is explained further below, is a matter which the City would otherwise have been required to prove regardless of the RFAs. UPA's duty to indemnify was not a matter that the Court recalls receiving substantive evidence on.

To the second category of RFAs, whether the City owed a duty to Plaintiffs was an issue not raised, addressed, or proven at trial. For the purposes of the City's indemnity claim, such issues were irrelevant to whether UPA subsequently was required to indemnify and defend the City for any alleged breach of the duty to Plaintiffs. This was not a matter proven at trial, and subsequently does not entitle the City to recompense for costs associated with those claims.

The Court notes that the contentions regarding precontractual communications not being relevant to the Contract was "proven" by the City through the motions in limine, and therefore might have otherwise been recoverable. *Vargas v. Gallizzi* (2023) 96 Cal.App.5th 362, 371. However, it is not recoverable under the reasoning that follows due to defects in the motion.

To the degree that any portion of these RFAs *might* be capable of recovery, the City fails to provide any accounting as required to show the time incurred proving specifically those matters related to the RFAs. *Garcia v. Hyster Co.* (1994) 28 Cal.App.4th 724, 736–737. The City asks for what appears to be all costs associated with the indemnity claim. The City's showing fails to show the costs are directly associated with the RFAs at issue, and as such the motion cannot be granted. The Court, having presided over the matter from good faith settlement onward, is sufficiently aware that there is some time which was clearly expended in pursuit of one category of RFA or another, and the failure to disambiguate means that the Court cannot grant the motion if any of the requested RFAs are not recoverable. This is to say nothing of the time which was clearly expended on matters not captured in the RFAs at issue. Where a party fails to separate recoverable costs from present unrecoverable costs, granting the motion is error. *Garcia v. Hyster Co.* (1994) 28 Cal.App.4th 724, 736–737.

The Court presumes that the City's argument is predicated on the principle that had the Defendant not denied the RFAs, they would have simply undertaken the indemnity that would have obviated the breach of contract claim. This fails to appreciate the distinction between the practical effect of UPA willingly engaging in its duty, and the utilization of a discovery tool as a method for narrowing issues before trial. RFAs only afford a party the latter. While it seems a captious distinction, it appears relevant to the determination of this motion. Had UPA simply admitted the duty, but maintained that it would not make indemnity payments, would the City

have otherwise still been required to incur *any* portion of their requested costs? The answer is clearly in the affirmative. Given that the City has provided the Court with no accounting for what costs are capable of being associated to proving any particular RFA, the City has not provided the Court with the necessary particularities to grant the motion in part. If the Court were inclined to do so on such a theoretical association between an RFA and the required proof, it could not extend to all costs, only those based on the costs *actually* incurred to prove the RFAs. The Court cannot disambiguate between the costs required to prove denied admissions and those not related to the RFAs, and accordingly the motion must be denied in whole.

IV. Conclusion

The motion is DENIED.

UPA's counsel shall submit a written order to the court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

5. SCV270227 Jackson v. Jaramillo:

Plaintiffs Andre Thomas (dismissed) and Darren Jackson ("Plaintiff") filed the complaint in this action against Jose Fernando Medina Jaramillo ("Jaramillo") Kannarr Elevator and Construction, Inc. ("KECI", together with Jaramillo, "Defendants") with causes arising out of alleged motor vehicle negligence (the "Complaint"). This matter is on calendar for the motion by Defendants for terminating sanctions against Plaintiff. The motion is **DENIED**.

I. Governing Law

Once an order regarding discovery has been made, it is irrelevant on future hearings enforcing the order whether that order was erroneous, as the appropriate relief would be to appeal the erroneous order, not to ignore the efforts to enforce it. *In re Marriage of Niklas* (1989) 211 Cal.App.3d 28, 35-36.

Regarding evidentiary and issue sanctions, once a party or witness has been ordered to attend a deposition, or to answer discovery, or to produce documents, more severe sanctions are available for continued refusal to make discovery. CCP §§ 2023.010, 2031.310(i). Such sanctions include issue sanctions (CCP § 2023.030(b)) and evidentiary sanctions (CCP §§ 2023.030(b), (c)). "The penalty should be appropriate to the dereliction, and should not exceed that which is required to protect the interests of the party entitled to but denied discovery. Where a motion to compel has previously been granted, the sanction should not operate in such a fashion as to put the prevailing party in a better position than he would have had if he had obtained the discovery sought and it had been completely favorable to his cause." *Deyo v. Kilbourne* (1978) 84 Cal.App.3d 771, 793. The purpose of discovery sanctions is not to punish an offending party for discovery abuses, but rather to undo the harm imposed by misuse of discovery. *McGinty v. Superior Court* (1994) 26 Cal.App.4th 204, 210.

When parties disobey discovery orders, a number of factors are relevant to the court's determination of the appropriate remedy, including:

> 1) the time which has elapsed since [discovery was] served, 2) whether the party served was previously given a voluntary extension of time, 3) the [amount of discovery] propounded, 4) whether the [responses] sought information which was difficult to obtain, 5) whether the answers supplied were evasive and incomplete, 6) the number of [requests] which remained [unfulfilled], 7) whether the [requests] which remain [unfulfilled] are material to a particular claim or defense, 8) whether the answering party has acted in good faith, and with reasonable diligence, 9) the existence of prior orders compelling discovery and the answering party's response thereto, 10) whether the party was unable to comply with the previous order of the court, 11) whether an order allowing more time to answer would enable the answering party to supply the necessary information, and, 12) whether a sanction short of dismissal or default would be appropriate to the dereliction.

Deyo v. Kilbourne (1978) 84 Cal.App.3d 771, 796–797.

"The trial court may order a terminating sanction for discovery abuse 'after considering the totality of the circumstances: [the] conduct of the party to determine if the actions were willful; the detriment to the propounding party; and the number of formal and informal attempts to obtain the discovery.'" *Los Defensores, Inc. v. Gomez* (2014) 223 Cal.App.4th 377, 390. "Generally, '[a] decision to order terminating sanctions should not be made lightly. But where a violation is willful, preceded by a history of abuse, *and the evidence shows that less severe sanctions would not produce compliance with the discovery rules,* the trial court is justified in imposing the ultimate sanction.'" *Ibid*., citing *Mileikowsky v. Tenet Healthsystem* (2005) 128 Cal.App.4th 262, 279–80 [But where a violation is willful, preceded by a history of abuse, and the evidence shows that less severe sanctions would not produce compliance with the discovery rules, the trial court is justified in imposing the ultimate sanction.] Italics added.

> "The discovery statutes evince an incremental approach to discovery sanctions, starting with monetary sanctions and ending with the ultimate sanction of termination. 'Discovery sanctions "should be appropriate to the dereliction, and should not exceed that which is required to protect the interests of the party entitled to but denied discovery." ' [Citation.] If a lesser sanction fails to curb misuse, a greater sanction is warranted: continuing misuses of the discovery process warrant incrementally harsher sanctions until the sanction is reached that will curb the abuse.

Creed-21 v. City of Wildomar (2017) 18 Cal.App.5th 690, 701–02, *citing Doppes v. Bentley Motors, Inc.* (2009) 174 Cal.App.4th 967.

II. Analysis

Since Plaintiff's counsel was relieved from the case in August 2024, Plaintiff has failed to respond to the requests for the exchange of expert witness information. Defendants filed the motion for terminating sanctions on August 22, 2025. Thereafter, they petitioned the Court ex

parte to shorten time on the motion for terminating sanctions, which was granted on September 15, 2025, moving the original date assigned of October 15, 2025, to the current hearing date of October 3, 2025. Defendants served the ex parte order on September 16, 2025. Plaintiff has filed no opposition.

As an initial matter, Defendants have adequately shown that Plaintiff failed to disclose expert witnesses. Analysis turns to the propriety of the remedy requested.

Defendants fail to meet multiple requirements in the consideration of terminating sanctions. First, Defendants fail to show that Plaintiff has violated a court order. Motions for non-monetary sanctions where a motion to compel has previously been granted are designed to mitigate the harm of failure to comply with a discovery order. *Deyo v. Kilbourne* (1978) 84 Cal.App.3d 771, 793. Granting terminating sanctions as an initial sanction typically fails to support the showing that lesser sanctions were ineffective at curbing the discovery abuse. *Lopez v. Watchtower Bible & Tract Society of New York, Inc.* (2016) 246 Cal.App.4th 566, 605 (where terminating and monetary sanctions were the only sanction imposed, and done within 4 months of the underlying order, terminating sanctions were an abuse of discretion). Issuance of a terminating sanction at this juncture would not comport with the "incremental" approach usually applied to non-monetary sanctions. *Doppes v. Bentley Motors, Inc.* (2009) 174 Cal.App.4th 967. Not only have Defendants failed to show that a lesser sanction would be effective, they fail to show violation of a court order in the first instance. As such, the Court finds inadequate substantive basis for terminating sanctions at this time.

Second, Defendants' effort to hasten this motion has rendered it procedurally unviable. Sanctions must be noticed according to the time frames in CCP § 1005. *Alliance Bank v. Murray* (1984) 161 Cal.App.3d 1, 7; *accord Parker v. Wolters Kluwer United States, Inc.* (2007) 149 Cal.App.4th 285, 296. Defendants served notice of the hearing date on September 16, 2025. The fifteen days required by CCP § 1005 would have required the notice of hearing to be served on September 12, 2025, fifteen court days prior to the instant date.

Third, Defendants' primary complaint is that Plaintiff has failed to provide an expert disclosure prior to the start of trial. Defendants not only have an alternative remedy for this failure directly provided by the applicable statutes (CCP § 2034.300), but they fail to show a necessary part of terminating sanctions, that the failure to proffer the discovery damages their case. Sanctions statutes are not punitive in nature, and Defendants must show that terminating sanctions would not be a result more favorable than the production of the requested discovery. See *Deyo v. Kilbourne* (1978) 84 Cal.App.3d 771, 796–797. It is not apparent how exclusion of expert witnesses is not the only appropriate remedy for this particular discovery dereliction.

Therefore, on each of the bases outlined above, the request for terminating sanctions must be DENIED.

III. Conclusion

Based on the foregoing, the Defendants' motion for terminating sanctions is **DENIED**.

Plaintiff's counsel shall submit a written order to the court consistent with this ruling and in compliance with Rule of Court 3.1312(a) and (b).

6. SCV-270865 Doe 7017 v. Foppoli:

Plaintiff Jane Doe 7017 ("Plaintiff"), filed the complaint in this action against the Dominic Foppoli ("Foppoli"), Two Kings Wine Company, LLC ("Two Kings", together with Foppoli, "Defendants") and Does 1-50 with causes arising out of the alleged sexual assault of Plaintiff by Foppoli (the "Complaint"). This matter is on calendar for the motion by Foppoli to compel further answers to questions in deposition against Plaintiff under Code of Civil Procedure ("CCP") § 2025.480. The Motion is **CONTINUED**.

I. Governing Law

A. Depositions – Compelling Further Answers

CCP § 2025.480(a), provides: "If a deponent fails to answer any question or to produce any document, electronically stored information, or tangible thing under the deponent's control that is specified in the deposition notice or a deposition subpoena, the party seeking discovery may move the court for an order compelling that answer or production." CCP, § 2025.480. A motion to compel further answers "shall be made no later than 60 days after the completion of the record of the deposition, and shall be accompanied by a meet and confer declaration under Section 2016.040." CCP § 2025.480(b). Along with the motion, all supporting documentation papers must be filed within 60 days of completion of the deposition record. *Weinstein v. Blumberg* (2018) 25 Cal.App.5th 316, 321. "Not less than five days prior to the hearing on this motion, the moving party shall lodge with the court a certified copy of any parts of the stenographic transcript of the deposition that are relevant to the motion." CCP § 2025.480(h).
A deposition reporter shall give notice that the transcript is available for "reading, correcting and signing" to the deponent and all parties who attended the deposition. CCP § 2025.520 (a). For 30 days thereafter, the deponent may change the form or substance of the answer to a question, and may either approve or refuse to approve the transcript. CCP § 2025.520 (b).

II. Analysis

Plaintiff's deposition was taken June 9, 2025. Foppoli filed the instant motion on August 25, 2025. Foppoli moves to compel further answers from the deposition of Plaintiff, averring that Plaintiff failed to provide full and complete responses to six questions. One of the issues raised, both by Plaintiff in the deposition, and in her opposition to the motion, is a concern that answering the questions at issue would be a violation of federal law as a dissemination of classified information. In raising this concern, Plaintiff provides no citation in her memorandum, and in her declaration only provides a vague reference to the Privacy Act of 1974. That statute (5 U.S.C. § 552a) has a myriad of applications under which Plaintiff fails to specify the intended protection. For his part, Foppoli fails to address this issue at all, providing a Reply bereft of legal citation. Given the sensitivity of information classified by the federal government, the Court proceeds with extraordinary caution, as once potentially private information is produced, it cannot be undone.

Because neither party has done an adequate job briefing the issue, the Court intends to CONTINUE this matter to October 29, 2025, at 3:00 pm in Department 19 for the parties to provide supplemental briefing on the following issue:

> The question posed is whether *any* portion of the six questions on which Foppoli seeks to compel further answers falls under any ascertainable federal authority for confidentiality or classification, and as a result is subject to an articulable confidentiality objection?

Plaintiff will submit her briefing on the issue, no more than five (5) pages, by 5:00 pm, October 17, 2025. Foppoli will file any responsive briefing, no more than five (5) pages, by 5:00 pm, October 21, 2025. The Court maintains discretion to accept or reject any late filings, no matter how minutely tardy. Supplemental Briefs will not exceed five pages in length subject to the same inclusion standards expressed on Cal. Rule of Court 3.1113(d). No supplemental evidence will be considered.

7. SCV-273124, Gomez v. Pahal Food Service Inc.:

Plaintiff Nohemi Gomez ("Plaintiff"), individually and on behalf of other all other similarly situated, including employees pursuant to the California Private Attorney General Act, filed the currently operative first amended complaint against defendant Pahal Food Service Inc., F.H. Berry Enterprises, Inc. (together "Defendants"), and Does 1-50 for causes of action arising out of Defendants' alleged Labor Code violations, and civil penalties thereon (the "FAC"). This matter is on calendar for Plaintiff's unopposed motion for conditional certification of the class and preliminary approval of the class action settlement (the "Motion"). The Motion is **GRANTED**.

I. The Complaint

The presently operative First Amended Complaint ("Complaint") alleges that Defendants failed to comply with California Labor Code ("LC") provisions during the course of Plaintiff's employment with Defendants, and alleges on information and belief, that these policies were also enforced on other employees.
The First Amended Complaint contains causes of action for: (1) Failure to Pay Wages For All Hours Worked at Correct Rates of Pay; (2) Vacation Pay Forfeiture; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Indemnify; (6) Wage Statement Penalties; (7) Waiting Time Penalties; (8) Unfair Business Practices, in Violation of Business and Professions Code Sections 17200, et *seq*.; and (9) Civil Penalties. Plaintiff seeks to collect on a representative basis PAGA civil penalties for themselves and other employees and collect on a class-wide basis missed break wages, unpaid wages, waiting time penalties, and wage statement damages.

II. The Settlement

According to the Motion, Plaintiff asserted multiple causes of action for various Labor Code and Business and Professions Code violations centered around Labor Code violations. Defendant contends that Plaintiff is unlikely to obtain class certification and the claims presented were

based on individualized damages not easily proven in representative claims. *See generally* Spivak Decl. ¶¶ 39-59.

The Spivak Declaration establishes that Plaintiff's counsel engaged in informal discovery and investigation. Spivak Decl. ¶¶ 16-17. On November 21, 2024, the parties mediated the matter before Russ Wunderli, a mediator with extensive wage and hour class action experience. Spivak Decl. ¶ 20. Prior to the mediation, Defendant had provided documents responsive to the informal discovery requests, including a sampling of payroll information covering the applicable statutory period. Spivak Decl. ¶¶ 16, 17, and 20. The class is defined in the Settlement Agreement and Release of Class Action [attached to Spivak Decl., Exhibit 1, hereinafter "Settlement Agreement"] as all persons employed by Defendants in California as a non-exempt employee during the Class Period from April 21, 2019, through February 19, 2025. Settlement Agreement §§ 1.5, 1.12. Aggrieved Employees under PAGA are defined as all individuals who are or were employed by Defendant as non-exempt employees in California between February 22, 2022, through February 19, 2025. Settlement Agreement §§ 1.4 and 1.32.

Plaintiff undertook an expert analysis of the data provided by Defendants. Spivak Decl. ¶ 18. Based on that data, Plaintiff's counsel was able to undertake a thorough analysis of potential damages for the claims alleged in the FAC, including the number of instances and the corresponding monetary claim for each late or missed meal break, each missed rest break, and each resulting wage statement violation. Plaintiff's counsel was able to then extrapolate that information to the entire class. Plaintiff estimates that the maximum amount of potential damages across the class for the alleged underlying violations equals $3,227,953.24. Spivak Decl. ¶¶ 40. However, on the Court's review, this estimate does not reflect the itemized amounts provided, which come to a sum of $3,327,518.07 ($77,039.23 in unpaid wages, and the same amount in liquidated damages, $199,013.61 in missed meal period premium wages, $215,960.03 in missed rest break premium wages, $215,960.03 in unreimbursed expenses, $543,900.00 for wage statement penalties, and $1,444,745.17 for waiting time penalties) with $630,900.00 for civil penalties under PAGA. Spivak Decl. ¶¶ 40. This is a difference of $99,564.83. Given that the subsequent math provided appears correct, it appears that the total is inaccurately reflected, but this does not have a substantive effect on the result of the approval, since at this stage the Court is only to determine whether we are in the range of reasonableness. Plaintiff is required to provide corrected allocation or total numbers at final approval. The estimated maximum damage per class member for the core class claims is therefore $4,524.53 per class member ($ 3,327,518.07 / 596 class members). Maximum recovery of PAGA penalties are $466.64 per aggrieved employee ([$630,900/338]x.25), with the other $473,175 going to the LWDA . At the mediation, the parties came to an agreement based on the assistance of the mediator. Spivak Decl. ¶ 20.

Pursuant to the Settlement Agreement, Defendants will pay $700,000 as the Gross Settlement Fund. Settlement Agreement § 1.22. From that amount, the following will be deducted: 1) attorneys' fees of $233,333.33 (which is 1/3 of the Gross Settlement Fund) and up to $12,500 of costs and expenses; 2) an incentive award to the Plaintiff of $15,000; 3) settlement administration costs, not to exceed $13,000; and 4) $10,000 in penalties under PAGA, 75% of which is paid to the California Labor and Workforce Development Agency ($2,500 of which is payable to the Aggrieved Employees). See Settlement Agreement §§ 3.2, *et seq*. If these sums are all approved by the Court, this results in a Net Settlement Fund of $416,166,67 to be

distributed to the members of the class. The Net Settlement Fund will be distributed pro rata to the members of the class who do not opt out, based on the number of workweeks worked by such individual as compared to the total number of aggregate number of workweeks by all such individuals during the Class Period. Settlement Agreement § 3.2.4. This results in an average Class settlement payment of approximately $698.27 ($416,166,67 / 596). This also leaves a PAGA settlement for distribution of $2,500. Defendant will pay its share of payroll taxes for settlement funds classified as wages separate from the Gross Settlement Fund. Settlement Agreement §§ 3.2.4.1, 4.3. The settlement is non-reversionary. Settlement Agreement § 3.1. For tax purposes, 20% is allocated to unpaid wages, and 80% is allocated to interest and penalties classified as miscellaneous income. Settlement Agreement § 3.2.4.1. Net settlement payments will be automatically sent to members of the class unless they opt out. See generally, Settlement Agreement §§ 4.4.1, 7.5.3.

The Settlement Agreement and proposed notice to the Class (the "Proposed Notice") (Settlement Agreement, Ex. A) also set forth the procedure and timeline for providing notice to the class members (which will be sent by the administrator via first class mail), which includes a detailed explanation of the claims and defenses, terms of the settlement, opt out and objection procedures, an estimate of the individual class member's settlement payment and a description of how it was calculated, and that all participating members of the class will be paid without the need to submit a claim. The Class Members who do not opt-out of the settlement releases Defendant from "all claims under state, federal and local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 226, 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802, California Industrial Commission Wage Orders, Business and Professions Code sections 17200 *et seq*., California Code of Civil Procedure sections 382 and 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, unreimbursed business expenses, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action." " Settlement Agreement § 6.3. Additionally, Plaintiff agrees to release "all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA. Plaintiff does not release the claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member." Settlement Agreement § 6.4.

III. Analysis

The purpose of evaluating a proposed class action settlement on a preliminary basis is to determine whether the proposed settlement is within the "range of reasonableness" for possible approval, and whether it is worthwhile to issue notice to the class and schedule a formal hearing. *See* Cabraser, Cal. Class Actions and Coordinated Proceedings §14.02 (2d ed. 2011). A presumption of fairness applies if there has been arm's length bargaining; investigation and discovery have been sufficient to allow counsel and the court to act intelligently; class counsel is

experienced in similar litigation; and the percentage of class members who object to the settlement is small. *Id. See also Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

The settlement appears generally within the reasonable range of settlement. The total possible claims based on the 596 Class Members is $3,327,518.07 (with only 338 of those being PAGA aggrieved employees). Recovery of $416,166.67 after attorneys' fees appears to be sufficiently reasonable return for the relative strength of the case, the risks inherent to litigation, and the possible defenses asserted by Defendant at the preliminary approval stage. The proposed costs appear reasonable.

The Court does want to draw counsel's attention to the issue of attorney's fees, which Plaintiff's counsel already strenuously argues toward the common fund theory, as opposed to lodestar. Given that the Court is required at final approval to review the fees *independently* for fairness (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801), counsel should be prepared for analysis on either the lodestar or the common fund theory.

No class has yet been certified, and Plaintiff seeks conditional certification in connection with approval of the settlement. The two basic requirements to sustain a class action are an ascertainable class and a well-defined community of interest in the questions of law and fact involved. Cal. Code Civ. Proc. ("CCP") §382; *see also Vasquez v. Sup. Ct.* (1971) 4 Cal.3d 800, 809. In this case the proposed class is defined as "all persons employed by Defendants in California as a non-exempt employee during the Class Period" between April 21, 2019 through February 19, 2025. Settlement Agreement §§ 1.5, 1.12. Members of the class can be ascertained from Defendant's records, and a class with an estimated 596 members is sufficiently numerous. The community-of-interest requirement embodies common questions of law or fact, a class representative with claims or defenses typical of the class, and a class representative who can adequately represent the class. *Brinker Rest. Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021. The Court concludes that these requirements are met, the Court would approve the class.

"Notice given to the class must fairly apprise the class members of the terms of the proposed compromise and of the options open to dissenting class members." *Trotsky v. Los Angeles Fed. Sav. & Loan Assn*. (1975) 48 Cal.App.3d 134, 151-152. The purpose of a class notice in the context of a settlement is to give class members sufficient information to decide whether they should accept the benefits offered, opt out and pursue their own remedies, or object to the settlement. *Id.*

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

IV. Conclusion

1. The Motion is **GRANTED**. For the purpose of the Settlement only, the Court finds that certification of the Class is appropriate because (a) the Class is ascertainable and sufficiently numerous, (b) a well-defined community of interest exists, and (c) there are substantial benefits from certification that render proceeding on a class-wide basis superior to any alternatives. Furthermore, the Court finds that (a) the terms of the Settlement appear to be fair and reasonable to the Class when balanced against the

probable outcome of further litigation relating to class certification, liability and damage issues, and potential appeals; (b) Class Counsel is experienced in wage-and-hour class-action litigation; (c) significant investigation was undertaken, and significant information was exchanged, enabling Plaintiff and Defendant to reasonably evaluate one another's positions; (d) approving the Settlement will avoid the substantial costs, delay, and risks that would be presented by further litigation; and (e) the terms of the Settlement were the result of intensive, serious, and non-collusive negotiations between Plaintiff and Defendant, including a private mediation. Accordingly, the Court preliminarily finds that the Settlement falls within the range of possible approval and therefore meets the requirements for preliminary approval.

2. The Court conditionally certifies the following Class for the purpose of the Settlement only: all persons employed by Defendants in California as a non-exempt employee during the Class Period from April 21, 2019 through February 19, 2025. The Court preliminarily approves the class of Aggrieved Employees under the PAGA claims as all individuals who are or were employed by Defendant as non-exempt employees in California between February 22, 2022 through February 19, 2025.

3. The Court conditionally appoints David Spivack of The Spivak Law Firm, as Class Counsel.

4. The Court conditionally appoints Nohemi Gomez as the Class Representative.

5. The Court conditionally appoints Simpluris, Inc., as the Claims Administrator.

6. The Court conditionally approves, as to form and content, the Notice contemplated by the Settlement. The Court finds that the Notice and the notification procedures contemplated by the Settlement constitute the best notice practicable under the circumstances, and that the Notice and the notification procedures contemplated by the Settlement are in full compliance with the laws of the State of California, the laws of the United States (to the extent applicable), and the requirements of due process. The Court further finds that the Notice appears to fully and accurately inform Class Members of all material terms of the Settlement, including the manner in which Individual Settlement Payments will be calculated; the right to request, and procedure for requesting, exclusion from the Settlement Class; and the right to object, and procedure for objecting, to the Settlement.

7. Because the Settlement is within the range of possible final approval, the Court adopts and incorporates the provisions of the Settlement, including, but not limited to, the dates for performance contemplated by the Settlement. Those dates include the following:

    a. No later than thirty (30) days after the date of Preliminary Approval, Defendant shall provide the Claims Administrator with the Class Data for purposes of preparing and mailing Notice to the Class.
    b. No later than fifteen (15) calendar days after receipt of the class data, the Claims Administrator shall mail Notice to the Class. Settlement Class Members do not need to submit any claim forms to receive their respective Individual Settlement

Payments. Any Notices returned undelivered must be re-mailed within 3 business days of return of the packer to the Claims Administrator. Claims Administrator shall either use any forwarding address provided by the USPS, or conduct a Class Member Address Search, and re-mail the Notice Packet to the most current address obtained. The time for objections, exclusions, or workweek challenges is extended by 14 days for any Class Member to whom the Notice Packet requires re-mailing.

c. Class Members shall have until forty-five (45) calendar days after the Claims Administrator mails Notice to submit requests for exclusion or challenge to workweek calculations to the Claims Administrator. To be considered valid, a request for exclusion must contain the name, address, and telephone number of the Class Member requesting exclusion; must be signed and dated by the Class Member; and must include a statement from the Class Member reciting, in substance, that he or she wishes to exclude himself or herself from the Settlement and that he or she understands that, by doing so, he or she will not receive any settlement proceeds. Any Class Member who validly requests to be excluded will not be entitled to any recovery under the Settlement; will not be bound by the terms of the Settlement; and will not have any right to object to, appeal from, or comment on the Settlement.

d. Class Members shall have until forty-five (45) calendar days after the Claims Administrator mails Notice to submit written objections to the Claims Administrator. A written objection must contain the objecting Class Member's full name and current address, must specifically state all objections and the reasons supporting the objections, and must include any and all supporting papers. A Class Member may also object by appearing at the Final Approval Hearing.

e. The Final Approval Hearing will be held on April 22, 2026 at 3:00 p.m. in Courtroom 19 of the above-captioned Court. Plaintiff shall file a motion for final approval by March 25, 2026. Plaintiff also shall file a motion for approval of any Fee and Expense Award, as well as any Incentive Award to the Class Representative, by March 25, 2026, to be heard at the same time as the motion for final approval.

8. Other than the proceedings contemplated herein, all discovery and other proceedings in the Action are stayed and suspended until further order of the Court.

Plaintiff's counsel shall submit a written order to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312

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