TENTATIVE RULINGS: CIVIL LAW & MOTION

Friday, October 17, 2025 at 8:30 a.m.
Courtroom 18 – Hon. Kenneth G. English
Civil and Family Law Courthouse
3055 Cleveland Avenue
Santa Rosa, California 95403

The tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument, **YOU MUST NOTIFY** the Judge's Judicial Assistant by telephone at **(707) 521-6604**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

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

TO JOIN ZOOM ONLINE:

Department 18:
Meeting ID: **160—739—4368**
Password: **000169**
https://sonomacourtorg.zoomgov.com/j/1607394368?pwd=aW1JTWlIL3NBeE9LVHU2NVVpQlVRUT09

TO JOIN ZOOM BY PHONE:
By Phone (same meeting ID and password as listed for each calendar):
Call: +1 669 900 6833 US (San Jose)

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.

Unless notification of an appearance has been given as provided above, the tentative ruling shall become the ruling of the Court the day of the hearing at the beginning of the calendar.

1. 24CV05696, California West Coast Ventures, LLC v. De La Montanya: Defendant's Motion for Judgment on the Pleadings

Defendant Dennis De La Montanya's ("Defendant") motion for judgment on the pleadings is **DROPPED as MOOT** as dismissal without prejudice of Plaintiff DeMello was entered on October 8, 2025.

The Court notes that its January 15, 2025, Minute Orders adopted its tentative ruling on Defendant's demurrer that required Defendant's counsel to submit a written order consistent with the tentative ruling. However, the Court has not received a written order from Defendant's counsel to date.

2. & 3. <u>24CV06671, Casadidio v. County of Sonoma:</u> T-Mobile West's Applications to Appear as Counsel Pro Hac Vice

Real Party in Interest and Defendant T-Mobile West, LLC's unopposed applications for orders of the Court permitting counsel Thomas Scott Thompson, Esq. and counsel Ryan T. Dougherty, Esq. to appear *pro hac vice* are **GRANTED** pursuant to California Rules of Court, Rule 9.40. Unless oral argument is requested, the Court will sign the proposed orders lodged with the Court.

4. <u>24CV02457, Jimenez v. Sofi Lending Corp:</u> Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement

The Court **GRANTS** Plaintiff Shanna Jimenez's ("Plaintiff") motion for preliminary approval of Class Action and PAGA settlement pursuant to California Rules of Court, Rule 3.769 for an order:

1. Conditionally certifying, for settlement purposes only, a Class consisting of all persons employed by Defendant in California as non-exempt employees during the Class Period (defined as October 31, 2019, through December 12, 2024);
2. Confirming Emil Davtyan, Esq., Gregg Lander, Esq., Vanessa Ruggles, Esq., David Yeremian, Esq., Enoch J. Kim Esq., and Marta Manus Esq., of D.Law, Inc. as Class Counsel, and Shanna Jimenez as Class Representative;
3. Ordering preliminary approval of the proposed Settlement on a class-wide basis, order directing that the Class Notice to be given to the Class, and set a hearing for final review of the proposed settlement;
4. Approving ILYM Group, Inc., as Settlement Administrator to handle the Class Notice and claims administration procedures as set forth in its proposal; and
5. Approving the PAGA portion of the Settlement.

The Final Fairness Hearing is hereby set for **Friday, April 10, 2026, at 8:30 a.m.** in Department 18.

<u>Procedural History</u>

Plaintiff filed her initial Complaint against Defendant Sofi Lending Corp. ("SoFi") on April 16, 2024 alleging several violations of wage and hour violations and related violations of the Labor Code on behalf of herself and all others similarly situated. Plaintiff then amended her Complaint to add a cause of action for civil penalties under the Private Attorneys General Act ("PAGA"). The Parties participated in mediation on December 12, 2024, and executed a Settlement Agreement on April 7, 2025. (MPA, 2:15–19; Manus Declaration, Exhibit 1 ["Settlement Agreement"].) Plaintiff now moves the Court to preliminarily approve the Class Action and PAGA Settlement Agreement.

<u>The Settlement Agreement</u>

Class Members

The Parties have reached a full settlement of this action as specified in the Settlement Agreement. Class Members include non-exempt employees who worked for SoFi during the Class Period of October 31, 2019, to December 12, 2024 as well as Aggrieved Employees who are all non-exempt employees who worked for SoFi during the PAGA period of June 21, 2023 to December 12, 2024.

(Settlement Agreement, ¶¶ 1.3, 1.9; Exhibit A, Proposed Notice of Class Action Settlement.) There are approximately 142 Class Members who collectively worked a total of 14,388 Workweeks and 75 Aggrieved Employees who worked a total of 2,458 of PAGA Pay Periods. (Settlement Agreement, ¶ 4.1.)

Settlement Funding

The Gross Settlement Amount is $520,00.00, which is approximately 70% of the realistic exposure (estimated at $746,537.00) for the Labor Code claims excluding PAGA penalties. (MPA, 9:20–10:1.) The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expense Payment. (Settlement Agreement, ¶ 1.22.)

The Net Settlement Amont is the Gross Settlement Amount less the following: 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. (Settlement Agreement, ¶ 1.28.) The remaining amount is to be paid to Participating Class Members as Individual Class Payments. (*Ibid.*) The Net Settlement amount will total no less than $290,017.00. (Manus Declaration, ¶ 7.) The estimated Individual Settlement Award is approximately $2,042.37 ($36.14 gross/$20.16 net per Workweek). (*Ibid.*)

Administrator

The Parties have jointly chosen ILYM Group, Inc., an experienced class action settlement administrator, to serve as the Administrator. (Settlement Agreement, ¶ 7.1; Manus Declaration, Exhibit 2.)

Attorneys' Fees

Class Counsel Fees Payment shall not exceed one-third of the Gross Settlement Amount, which is $173,333.00, and litigation expenses shall not exceed $25,000.00. (Settlement Agreement, ¶¶ 1.7, 3.2.2.)

LWDA

PAGA Penalties in the amount of $10,000.00 will be paid from the Gross Settlement Amount, with 75% ($7,500.00) allocated to the LWDA PAGA Payment and 25% ($2,500.00) allocated to the Individual PAGA Payments. (Settlement Agreement, ¶ 3.2.5.)

Class Representative Enhancement Payment

Plaintiff shall receive a $15,000.00 Class Representative Service Payment in addition to her Individual Settlement Award. (Settlement Agreement, ¶ 1.14.)

<u>Proposed Class and Commonality of Interests</u>

The proposed Class is sufficiently numerous and ascertainable as it consists of approximately 142 Class Members as identified by SoFi's employment and payroll records. (MPA, 4:28–5:3.) Additionally, common issues of law and fact predominate as the central issue is the legality of SoFi's employment policies regarding Plaintiff's claims for failure to pay all wages, failure to pay all overtime wages, failure to pay all wages at the legal overtime pay rate, failure to provide all meal periods, failure to authorize and permit all rest periods, failure to pay premium wages at the legal pay rate, illegal wage deductions, failure to timely furnish accurate itemized wage statements, failure to timely pay wages at termination or during employment, and alleged violations of California Business & Professions Code sections 17200, et seq. (MPA, 5:15–23.) Plaintiff contends that these claims are policy questions that can be proven on a class-wide basis with common objective evidence including SoFi's policies, payroll records, time records, and the forms of wage statements given to SoFi's non-exempt employees. (*Id.* at 5:24–27.)

Plaintiff's claims are typical of the Class claims as she worked for SoFi as a non-exempt employee under SoFi's uniform employment policies applicable to all non-exempt employees during the Class Period, October 31, 2019, to December 12, 2024. (Manus Declaration, ¶¶ 14–16.)

Fair, Adequate, and Reasonable

"The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128, internal citations omitted.) Class Counsel engaged in informal and formal discovery to obtain relevant documents including all pay and time data for 132 Class Members, interviewed several Class Members, participated in private mediation, and investigated relevant law, defenses, and damages claimed by Plaintiff, Class Members, and PAGA Members. (MPA, 8:21–9:4.) Class Counsel and Plaintiff considered the risk of delay and uncertainty associated with litigation, SoFi's various asserted defenses, and various appellate issues in determining that the Settlement is in the best interest of the Class. (*Id.* at 9:5–11.)

The Settlement reflects the risks that the Class would not be certified, the risks related to proof of Plaintiff's claims, the strengths and weaknesses of SoFi's other defenses, the expenses and attorneys' fees associated with litigation that would ultimately reduce the amount of funds available to Class Members, the possible time delay and financial costs of liability trials and multiple damages trials, and the possibility of an appeal by SoFi. (*Id.* at 9:12–19.) The Settlement of $520,000.00 represents about 70% of the realistic value (realistic value being $746,537.00) based on Plaintiff's expert's analysis, which is fair and reasonable. (*Id.* at 9:20–10:1.) The Settlement also allows for non-monetary relief by SoFi agreeing to continue to review its wage and hour policies and practices to ensure compliance with the Labor Code. (*Id.* at 10:2–4.)

Notice

California Rules of Court, Rule 3.769(e), an order "must include the time, date, and place of the final approval hearing; the notice to be given to the class; and any other matters deemed necessary for the proper conduct of a settlement hearing." Additionally, Rule 3.769(f) states that, "[i]f the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it

and in arranging to appear at the settlement hearing and state any objections to the proposed settlement."

The Notice will be mailed in English and Spanish. (Mullin Declaration, ¶ 2.) The Notice gives a detailed summary of the Class Members' legal rights, including instructions for how to opt-out of the Class Settlement, how to submit a Request for Exclusion from the non-PAGA portion of the Settlement, how to challenge the terms of the Settlement, when and where to attend the Final Fairness Hearing, and the contact information for Class Counsel and the Administrator. (*Ibid.*) Thus, the proposed Settlement Notice attached as Exhibit A to the Settlement Agreement appears thorough and sufficient to adequately notify class members pursuant to Rule 3.769.

Conclusion

Preliminary approval and certification of the Class, the Settlement Agreement, and Class Notice is **GRANTED**. The Final Fairness Hearing is hereby set for **Friday, April 10, 2026, at 8:30 a.m.** in Department 18. Unless oral argument is requested, the Court will sign the proposed order lodged with the Court.

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