

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, October 2, 2026 3:00 pm
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) 521-6724**, 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.

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1. 24CV06108, Pacatte Construction Co., Inc. v. Alisha & Natasha Properties, LLC

I. Introduction

This is a consolidated construction defect action with numerous parties and cross-complaints. It springs from problems with the construction of a building located at 685 Aviation Blvd., Santa Rosa (the “Property”).

This matter now comes before the Court on Cross-Defendant Reese and Associates, Inc.’s (“Reece”) motion for judgment on the pleadings as to Cross-Complainant Pacatte Construction’s (“Pacatte”) second cause of action for equitable indemnity/contribution, and third cause of action for declaratory relief asserted in its Cross-Complaint . Reece’s motion is made pursuant to C.C.P. §438.

Both parties’ requests for judicial notice are **GRANTED**. Reece’s motion for judgment on the pleadings is **GRANTED**. Leave to amend is **DENIED**. The Court will sign the proposed order lodged by Reese, with the amendment of removing paragraph 1(b).

II. Background

Pacatte Construction (“Pacatte”) initiated this action on October 10, 2024, by filing a complaint against the owners of the Property, Alisha and Natasha Properties, LLC (“ANP”) for non-payment for work Pacatte had performed and materials it had used on the Property. On January 30, 2025, ANP filed a cross-complaint (“ANP CC”) against Pacatte alleging that a concrete slab Pacatte had installed was cracked and seriously defective. ANP filed a First Amended Cross-Complaint (“ANP FACC”) on February 27, 2025.

On April 2, 2025, Pacatte filed its own cross-complaint against several subcontractors and material suppliers who had been involved with the project (“Pacatte CC”). The cross-complaint alleged causes of action for express contractual indemnity, equitable indemnity and contribution, and declaratory relief. The original cross-defendants were North Coast Concrete, F&M Steel, and Northgate Ready Mix; DOES no. 31-60 were also named as cross-defendants. On September 12, 2025, Pacatte amended the Pacatte CC to substitute Reese & Associates (“Reese”) for DOE no. 31.

On December 29, 2025, Pacatte again amended the Pacatte CC to substitute West Coast Reinforcing, Inc. (“WCR”) for DOE no. 32. WCR demurred to the Pacatte CC on April 20, 2026. The hearing on WCR’s demurrer took place on August 7, 2026. On August 25, the Court issued an order sustaining the demurrer with leave to amend.

Reese filed the instant motion, seeking judgment on the pleadings as to the entirety of the Pacatte CC, on July 1, 2026; that is, after WCR had filed its demurrer but before the Court had ruled on it. On September 4, less than two weeks before opposition to the instant motion was due, Pacatte filed an amended cross-complaint (“Pacatte ACC”). As relevant here, the Pacatte ACC explicitly names Reese as a cross-defendant in the causes of action for equitable indemnity and declaratory relief and adds several specific allegations against Reese. (Pacatte ACC ¶¶ 5, 14, 22, 38(c).)

III. Judicial notice

Reese requests judicial notice of four pleadings attached as exhibits to its moving papers: the ANP FACC (Motion Exh. 1), the Pacatte CC (Exh. 2), the DOE amendment to the Pacatte CC, adding Reese as a cross-defendant (Exh. 3), and Reese’s cross-complaint against ANP (Exh. 4). Pacatte requests judicial notice of Reese’s declaration in support of extending the time to file a motion for judgment on the pleadings (Pacatte RJN Exh. 1), Pacatte’s dismissal of the express contractual indemnity cause of action against Reese and WCR (Exh. 2), the Pacatte ACC (Exh. 3), and this Court’s order on WCR’s demurrer (Exh. 4).

Both parties’ requests are **GRANTED** pursuant to Evid. Code § 452(d). On its own motion and pursuant to the same statute, the Court takes judicial notice of the ANP CC (the un-amended cross-complaint filed by Pacatte on January 30, 2025).

IV. Late filing of the opposition

Opposition to a motion is due nine court days before the hearing. (CCP § 1005(b).) Ordinarily, that means that when a hearing is set on a Friday, the opposition is due on the Monday of the previous week. The hearing on the instant motion is set for Friday, October 2, so ordinarily the opposition would have been due on Monday, September 21, and that is when Pacatte filed it. However, September 25 was a court holiday. Therefore, the opposition was due on Friday, September 18. Reese asks the Court to decline to consider the untimely opposition pursuant to Cal. Rules of Court, rule 3.3100(d).

The Court will consider the opposition. This appears to have been an honest mistake, the result of being unaware that Native American Day is a court holiday, which it has only been since 2022.

V. Mootness, and the propriety of the Pacatte ACC

Pacatte argues that the instant motion is moot because the pleading on which it seeks judgment is the Pacatte CC (filed on April 2, 2025), but that has been supplanted as the operative pleading by the Pacatte ACC (filed on September 4, 2026). (Oppo at p. 2.) It is true that California courts have consistently applied the principle that “[b]ecause there is but one complaint in a civil action, the filing of an amended complaint moots a motion directed to a prior complaint.” (*State Compensation Ins. Fund v. Superior Court* (2010) 184 Cal.App.4th 1124, 1130-1131.) In Pacatte’s view, that is the situation here.

Reese, however, argues that Pacatte was not authorized to amend the Pacatte CC to add allegations against Reese, because the Court granted Pacatte leave to amend in the context of ruling on a demurrer by a different cross-defendant, WCR. (Reply at p. 3.) Reese’s argument is meritorious. “[W]here the trial court sustains a demurrer to a pleading but grants leave to amend . . . [the] granting of leave to amend must be construed as permission to the pleader to amend the cause of action which he pleaded in the pleading to which the demurrer has been sustained.” (*People by and Through Dept. of Public Works v. Clausen* (1967) 248 Cal.App.2d 770, 785.) Therefore, “[f]ollowing an order sustaining a demurrer or a motion for judgment on the pleadings with leave to amend, the plaintiff may amend his or her complaint only as authorized by the court’s order.” (*Harris v. Wachovia Mortgage* (2010) 185 Cal.App.4th 1018, 1023.) The order sustaining WCR’s demurrer cannot be read to authorize the addition of allegations such as, for example, “Reese negligently perform[ed] special inspection services, including sample and testing, with regard to the concrete at the Project” (Pacatte ACC ¶ 38(c).)

That said, the fact remains that the Pacatte ACC has been filed, and is therefore the operative pleading under the “one complaint at a time” principle. Neither Reese nor anyone else has moved to strike the Pacatte ACC or any of its allegations. Instead, Reese asks the court to reach the merits of the instant motion, as applied to the amended pleading. (Reply at p. 4.) The Court is confident that if it were to deny the instant motion as moot, Reese would promptly re-file it, modified to address the Pacatte ACC, and Reese clearly states that this is unnecessary: “Deferring the ruling would only produce a second round of briefing on the identical legal question.” (*Ibid.*) Accordingly, the Court will reach the merits of Reese’s motion now.

VI. Governing law

A defendant may move for judgment on the pleadings on the grounds that (1) “the court has no jurisdiction of the subject of the cause of action alleged in the Complaint” or (2) “the complaint does not state facts sufficient to constitute a cause of action against that defendant.” (CCP § 438(c).)

“A motion for judgment on the pleadings performs the same function as a general demurrer” (*Cloud v. Northrop Grumman Corp.* (1998) 67 Cal.App.4th 995, 999.) “It is axiomatic that a demurrer lies only for defects appearing on the face of the pleadings.” (*Harboring Villas Homeowners Assn. v. Superior Court* (1998) 63 Cal.App.4th 426, 429.) “The grounds for motion provided for in this section shall appear on the face of the challenged pleading or from any matter of which the court is required to take judicial notice.” (CCP § 438(d).) “A trial court’s determination of a motion for judgment on the pleadings accepts as true the factual allegations that the plaintiff makes.” (*Gerawan Farming, Inc. v. Lyons* (2000) 24 Cal.4th 468, 515.) “In addition, it gives them a liberal construction.” (*Ibid.*)

Presentation of extrinsic evidence is therefore not proper on a motion for judgment on the pleadings. (*Cloud v. Northrop Grumman Corp.*, *supra*, at p. 999; *Sykora v. State Dept. of State Hospitals* (2014) 25 Cal.App.4th 1530, 1534.) The complaint must be viewed in isolation. (*Hughes v. Western MacArthur Co.* (1987) 192 Cal.App.3d 951.)

VII. Analysis

The Pacatte ACC alleges two causes of action against Reese: equitable indemnity and contribution (Second Cause of Action, Pacatte ACC at pp. 8-10) and declaratory relief (Third Cause of Action, *id.* at pp. 10-11.)

A. ANP does not seek tort damages

Reese’s central argument is that the equitable indemnity cause of action is simply unavailable to Pacatte because it sounds in tort and the damages for which it seeks indemnity and contribution are purely contract damages. Reese is unquestionably correct about the tort nature of an equitable indemnity claim. Equitable indemnity is a modification of a common-law doctrine applicable to multiple tortfeasors, allowing apportionment of loss in relation to their relative culpability. (*American Motorcycle Assn. v. Superior Court* (1978) 20 Cal.3d 578, 599-600.) Where there are no tort damages, there is nothing to indemnify or contribute to.

Pacatte does not dispute this point. Instead, Pacatte alleges in its amended cross-complaint that ANP *is* seeking tort damages in its cross-complaint against Pacatte, and then further alleges that Reese is a joint tortfeasor because it “negligently perform[ed] special inspection services . . . with regard to the concrete at the project,” and failed to notify anyone of defects in the concrete, thus contributing to the alleged tort damages. (Pacatte ACC ¶¶ 19, 20, 38(b).) Therefore, Pacatte argues, there are tort damages to be apportioned under the equitable indemnity principle.

The problem with this argument is that ANP has not alleged the things that Pacatte alleges it has alleged. Pacatte claims that ANP “alleges it has suffered property damage” for two reasons: because the cracking of the second-floor slab caused dust and fluid damage to products stored underneath the slab, and because replacing the defective slab will necessitate ripping out the wire

reinforcement from it. (Pacatte ACC ¶¶ 19, 20.) Because these two paragraphs closely follow a description of ANP’s cross-complaint against Pacatte (Pacatte ACC ¶ 17), it is impossible to avoid the conclusion that Pacatte is saying that ANP has made those allegations in that cross-complaint.

In the context of ruling on a demurrer or a motion for judgment on the pleadings, courts generally regard all facts pleaded in the subject pleading as true. However, that principle has limits, one of which is that a court does not accept as true “facts impossible in law.” (*Griffin v. Colusa County* (1941) 44 Cal.App.2d 915, 918.) Pacatte has alleged, on information and belief, that ANP has alleged certain things in its cross-complaint. The Court need not regard Pacatte’s allegation about ANP’s allegations as true, because the Court can easily determine whether or not ANP made the allegations Pacatte attributes to it. If it did not, Pacatte’s allegation to the contrary is a fact impossible in law.

The Pacatte ACC’s discussion of ANP’s allegations refers to the un-amended ANP CC filed on January 30, 2025. (Pacatte ACC ¶ 17.) The operative pleading is the ANP FACC filed on February 27, 2025. However, neither version alleges property damage. The only reference to dust is “Due to the potential exposure associated with concrete dust which will occur during the removal of the defective concrete slab,” there will be additional costs associated with “dust management and air monitoring.” (ANP CC ¶ 16; ANP FACC ¶ 16.) The only reference to items stored underneath the defective slab is the statement that those items will have to be relocated during the process of replacing the slab so that they do not sustain damage. (ANP CC ¶ 15; ANP FACC ¶ 15.) These are not allegations of property damage; they are allegations of expenses that will be necessary in order to *prevent* property damage. They are, in fact, allegations of certain components of the economic damage springing from Pacatte’s alleged breach of contract.

As to ripping out the wire reinforcement (often referred to as “mesh”) from the slab, that is not an instance of property damage; that is simply part and parcel of what ANP characterizes as “the most cost-effective solution,” namely “to remove and replace the entirety of the second-floor concrete slab.” (ANP CC ¶ 14; ANP FACC ¶ 14.) Certainly, the wire mesh embedded in the slab is going to be damaged by that process, as is the concrete itself; more than merely damaged, both are likely to be completely destroyed and hauled to a landfill. It will cost some money to replace them, but again, that is simply an aspect of the economic damage ANP alleges it has suffered as the result of Pacatte’s breach.

Pacatte’s counsel declares that “[t]he allegations in the Pacatte Amended Cross-Complaint addressing the economic loss rule issue are based on my review of the discovery responses of property owner (and construction defect claimant) Alisha and Natasha Properties, LLC in this action.” (Courteau Dec ¶ 7.) In response, Reese notes that those discovery responses “are not in the record, are not judicially noticeable, and could not be considered on this Motion even if they were attached.” (Reply at p. 5, citing CCP § 438(d).) The Court deems the latter comment to be an objection to the above-quoted passage from Pacatte’s counsel’s declaration and sustains the objection. Irrespective of counsel’s reasons for drafting the Pacatte ACC the way he did, this is a motion for judgment on the pleadings, and the pleadings say what they say.

B. The economic loss rule

The economic loss rule holds that “there is no recovery in tort for negligently inflicted ‘purely economic losses,’ meaning financial harm unaccompanied by physical or property damage.” (*Sheen v. Wells Fargo Bank* (2022) 12 Cal.5th 905, 922.) “[T]he rule functions to bar claims in negligence for pure economic losses in deference to a contract between litigating parties.” (*Ibid.*)

Reese argues that the instant motion is on all fours with *State Ready Mix, Inc. v. Moffatt & Nichol* (2015) 232 Cal.App.4th 1227. The Court agrees. There, a marine project manager hired a civil engineering firm, Moffatt, to design a pier, and also hired a builder, Major, to build it. (*Id.* at p. 1230.) Major contracted with State Ready Mix (“State”) to supply the required concrete. (*Ibid.*) The concrete was defective, requiring Major to demolish and rebuild part of the pier. (*Id.* at p. 1231.) Major sued State for the associated costs on a contract theory. (*Ibid.*) State cross-complained against Moffatt for equitable indemnity and contribution, alleging that Moffatt had negligently approved the particular concrete mix State had employed. (*Ibid.*) “After three pleading attempts, the trial court sustained Moffatt’s demurrer without leave to amend because Moffatt was not in privity of contract with Major or State and because the cross-complaint was barred by the economic loss rule.” (*Ibid.*) The reviewing court held that “the economic loss rule bars State’s cross-complaint because Moffatt has no contractual relationship with State or Major and no facts are alleged that the concrete injured a person or damaged other property.” (*Id.* at p. 1232.)

The parallels to the instant case are obvious. Pacatte attempts to distinguish *State Ready Mix* on the basis that “Pacatte has alleged damage to property other than the cracked second-floor concrete slab itself.” (Oppo at p. 7.) This, Pacatte avers, “is damage to property other than the concrete itself, and constitutes the violation of ‘a duty independent of the contract arising from principles of tort law’ [citation] that renders the economic loss rule inapplicable here.” (*Ibid.*) But again, Pacatte has not alleged any damages other than the expenses – that is, the economic losses – associated with removing and replacing the defective slab. Pacatte has alleged that some of those expenses will be incurred for the purpose of *preventing* further property damage, but for the reasons discussed above, Pacatte’s meta-allegations – that is, its allegations that ANP has alleged property damage independent of the damage to the slab – do not “take this case out of the *State Ready Mix* fact pattern.” (Oppo at p. 7.)

C. Timing of the contribution claim

Reese argues that Pacatte’s claim for contribution is premature because “California does not recognize a right of contribution until after judgment has been entered against joint tortfeasors.” (Motion at p. 8.) Pacatte disagrees, relying on *Postley v. Harvey* (1984) 153 Cal.App.3d 280. (Oppo at p. 8.) Reese distinguishes *Postley* on the basis that it addresses equitable indemnity, not contribution. (Reply at p. 9.)

In light of the Court’s holding that there are no joint tortfeasors here, and that the tort-based doctrines of equitable indemnity and contribution therefore have no application, it need not and does not reach the question of whether Pacatte’s claim for contribution was premature.

D. Declaratory relief

A court may refuse declaratory relief that is “not necessary or proper . . .” (CCP § 1061.) “The declaratory relief statute should not be used for the purpose of anticipating and determining an issue which can be determined in the main action. The object of the statute is to afford a new form of relief where needed and not to furnish a litigant with a second cause of action for the determination of identical issues.” (*General of America Ins. v. Lilly* (1968) 258 Cal.App.2d 465, 470.)

For its equitable contribution cause of action, Pacatte seeks “judgment against Cross-Defendants in such amounts as A&N Properties may recover against Cross-Complainant in this action.” (Pacatte ACC, Prayer ¶ 1.) For the declaratory relief cause of action, Pacatte seeks “a declaration of the rights and obligations between [Pacatte] and Cross-Defendants [including Reese] . . . in the event that [Pacatte] is held liable to A&N Properties,” and a declaration of the specific amounts for which Reese and the other cross-defendants are liable. (Pacatte ACC, Prayer ¶¶ 2, 3.) That is, in the former case Pacatte seeks a money judgment, and in the latter, it seeks a declaration of how much money it is entitled to. This is a distinction without a difference. The issues presented by the Second and Third Causes of Action are fundamentally identical. For the reasons discussed above, the Court finds that Pacatte has failed to plead that Reese is liable to it at all. For the same reasons, the Court cannot issue a declaration of the extent of Reese’s liability.

VIII. Conclusion

The motion is **GRANTED**. Leave to amend is **DENIED**. Pacatte has already amended its cross-complaint against Reese without leave, and the amendment has done nothing to address the fundamental problem that equitable indemnity is a tort principle, and because this is purely a contract action, there are no tort damages to indemnify. The Court finds that that fundamental problem renders the defects in Pacatte’s cross-complaint, both the original and the amended versions, to be incurable by amendment.

2-3. 25CV04882, Moreno v. Merino Mendez

I. Introduction

This is a personal-injury action arising out of an automobile accident in Santa Rosa on March 3, 2024. The matter comes on calendar for two motions by Plaintiffs’ counsel to be relieved of representation of each of them.

Hearing on the **unopposed** motions is **CONTINUED** to November 18, 2026, at 3:00 p.m. in Department 19, to give counsel an opportunity to comply with the service requirement under C.R.C. 3.1362(d)(1).

II. Background

The complaint in this matter was filed on July 11, 2025. At that time, Plaintiffs Anita and Armand Moreno were represented by attorney Johann Hall. On December 10, 2025, the Court granted Plaintiffs' application to serve Defendant Mario Merino Mendez by publication. Defendant filed an answer on March 25, 2026.

On February 25, 2026, before the answer was filed, Hall moved to be relieved as counsel, declaring that both Plaintiffs "and I are at an insurmountable impasse as to how [their] claim[s] should proceed, and there has been a complete breakdown of the attorney-client relationship as a result." Hearing was set for June 5. However, on April 16, attorney Ben Roberts ("Counsel") substituted in as counsel for Plaintiffs. Accordingly, the Court denied Hall's motion to withdraw as moot.

Counsel filed the instant motion to be relieved on July 17, three months after substituting in. He declares that he cannot provide details about the circumstances necessitating his withdrawal "without risking disclosure of confidential or privileged attorney-client communications."

III. Analysis

CCP § 284(2) provides that an attorney may be changed without the client's consent "upon the application of either client or attorney, after notice from one to the other." However, notice that is served on the client by mail must be accompanied by the attorney's declaration either that the service address is the client's current address, or that it is the last known address and the attorney has made reasonable efforts to locate a more current one. (Cal. Rules of Court, rule 3.1362(d)(1).) Judicial Council form MC-052 is frequently used for this purpose, though its use is not required.

Counsel has accompanied the instant motions with proofs of service showing that the moving papers, including the notices of motion, were served by mail to Plaintiffs at an address in Santa Rosa. However, Counsel has not provided the declaration required by rule 3.1362(d)(1). Therefore, the Court cannot grant the instant motions. The Court will continue the hearing on the motions in order to give counsel an opportunity to comply with the rule.

4. 26CV05905, Agrarian Properties, LLC v. Taft Street, Inc.

I. Introduction

The instant case is a commercial unlawful detainer ("UD") action by landlord Agrarian Properties against its tenant Taft Street, Inc. ("UD Case"). The matter comes on calendar for hearing on Taft Street's motion to consolidate the UD Case for all purposes with *Taft Street v. Agrarian Properties*, no. 24CV00517 ("Underlying Case"), an unlimited civil case involving both of the parties to the UD case.

The motion is **GRANTED**. Cases no. 26CV05905 and 24CV00517 are ordered consolidated for all purposes. Case no. 24CV00517 shall be the lead case. The Court will sign Taft Street's proposed order.

II. Summary of the litigation

Notice of the instant motion has been filed in the instant case and in case no. 24CV00517 in compliance with Cal. Rules of Court, rule 3.350(a)(1)(C).

A. Agrarian Properties v. Taft Street (case no. 26CV05905)

In this UD action, landlord Agrarian seeks possession of the premises at 2030 Barlow Lane, Sebastopol (the “Property”), currently occupied by Taft Street. The complaint (“UD Complaint”) was filed on August 20, 2026. Taft Street filed a demurrer on September 10. Hearing was set for September 17 in UD court, Department 11. Taft Street filed the instant motion to consolidate on September 11, and it was set for hearing on October 22, also in Department 11. At the demurrer hearing, the Court transferred the instant motion to Department 19 and set the hearing for October 2. The demurrer was taken off calendar and has not been re-set.

B. Taft Street v. Agrarian Properties (case no. 24CV00517)

The Underlying Case was initiated on January 29, 2024, by Taft Street’s complaint regarding attempts by Agrarian and another wine producer, Radio Coteau, to produce wine on the Property under Taft Street’s use permit. On April 17, 2024, Agrarian and Radio Coteau (collectively “Agrarian”) cross-complained against Taft Street and its owner, Michael Martini, alleging that Taft Street’s refusal to permit Radio Coteau’s wine production constituted fraud, negligent misrepresentation, and breach of contract. The currently operative pleadings are the corrected First Amended Complaint filed by Taft Street on January 5, 2026, and the Second Amended Cross-Complaint filed by Agrarian on July 15, 2025.

On July 20, 2026, Taft Street moved for summary adjudication of the first two causes of action in its complaint. On July 27, 2026, Agrarian moved for leave to file a Third Amended Cross-Complaint. Both motions are set for hearing on October 23. The case is currently set for jury trial on April 16, 2027.

C. Previous UD case: Agrarian Properties v. Taft Street (case no. 25CV01299)

Agrarian previously filed a UD action (“Previous UD Case”) against Taft Street on February 25, 2025. The action was based on a three-day Notice to Quit alleging that Taft Street had defaulted on its lease by subletting without Agrarian’s consent and by storing third-party wine and cider. A two-day court trial was held in Department 19 on May 13 and 14, 2025, at the end of which the Court entered judgment in favor of Taft Street. The case is presently on appeal (no. A174012).

On March 30, 2025, Taft Street moved to consolidate the Previous UD Case with the Underlying Case. Taft Street dropped the motion on May 15, 2025, following the judgment in its favor.

III. Governing Law

“When actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all the matters in issue in the actions; it may order all the actions consolidated and it may make such orders concerning proceedings therein as may tend to

avoid unnecessary costs or delay.” (CCP § 1048(a).) “The purpose of consolidation is merely to promote trial convenience and economy by avoiding duplication of procedure, particularly in the proof of issues common to both actions.” (*Woulridge v. Burns* (1968) 265 Cal.App.2d 82, 86.) “[C]onsolidation of actions decreases the backlog of cases pending before trial courts, and thus enables other litigants to bring their actions to trial with less delay. Consolidation also constitutes an important protection to defendants who might otherwise be subjected to a multiplicity of actions involving related issues.” (*General Motors Corp. v. Superior Court* (1966) 65 Cal.2d 88, 91).

The decision is within the sound discretion of the trial court. (*Fellner v. Steinbaum* (1955) 132 Cal.App.2d 509, 511.) A trial court’s decision regarding whether to consolidate actions involving common questions of law or fact will not be disturbed on appeal absent a clear showing of abuse of discretion. (*Todd-Stenberg v. Dalkon Shield Claimants Trust* (1996) 48 Cal.App.4th 976, 978-979.)

“[A]ll that the moving party need show is that the issues in each case are basically the same, and that ‘economy and convenience’ would be served by a joint trial.” (Weil & Brown, Prac. Guide: Civil Procedure Before Trial (2026) § 12:359.) Factors to be considered by the court when ruling on a motion to consolidate are: (1) timeliness of the motions (whether granting the motion will delay the trial of any of the cases or whether discovery had proceeded in one or more cases without all parties present); (2) complexity (whether joining the actions would make the trial too confusing or complex for the jury); and (3) prejudice to the rights of any party. (*Id.* at § 12:362.)

“The fact that evidence in . . . one case might not [be] admissible in the other does not bar a consolidation. [Citation.] Nor does the fact that all the parties are not the same. [Citations.]” (*Jud Whitehead Heater Co. v. Obler* (1952) 111 Cal.App.2d 861, 867.)

IV. Analysis

A. There is no prohibition against consolidating UD cases with general civil proceedings.

Agrarian argues that “[c]onsolidation is not proper between a summary proceeding such as unlawful detainer and a more complicated option.” (Oppo at p. 4.) For this proposition, Agrarian cites to *Mehr v. Superior Court* (1983) 139 Cal.App.3d 1044, 1049. Agrarian presumably refers to the holding that “[b]ecause of its summary character, an unlawful detainer action is not a suitable vehicle to try complicated ownership issues involving allegations of fraud.” (*Id.* at p. 1049.) That passage does not bear on the question, relevant here, of whether an action involving complicated ownership issues is a suitable vehicle to try an unlawful detainer.

In fact, it is not uncommon for UD cases to be consolidated with general civil cases. (See, e.g., *Villa Zinfandel v. Bearman* (2025) 116 Cal.App.5th 848; *Asuncion v. Superior Court* (1980) 108 Cal.App.3d 141, 147 [proposing consolidation as permissible approach].) Consolidation results in the loss of the summary nature of the UD proceeding, but that is justifiable where, as discussed below, the UD proceeding would involve the litigation of complex issues that would be difficult to accomplish within the limitations of UD proceedings.

B. The two cases involve overlapping questions of fact.

Agrarian states that “[t]he two cases Taft Street seeks to consolidate are not identical,” and that is true, but there is no requirement that they be identical. (Oppo at p. 2.) Agrarian also states that “the factual overlap is minimal at best,” and characterizes the UD Case as simple and straightforward: Taft Street occupied the Property pursuant to a fixed-term lease that expired on December 1, 2025; Taft Street continued to occupy the Property after that date; therefore, Taft Street should be ousted from possession. (Oppo at pp. 2-3.) Agrarian recognizes that “in August 2025, Taft Street attempted to exercise an option to renew the lease for another 10-year period,” but adds that the lease agreement “required that Taft Street be free of any defaults at the time it sought to exercise the option,” and describes a number of reasons why Taft Street was in default. (Oppo at p. 3.)

The question of the validity of Taft Street’s exercise of the lease-renewal option lies at the very center of the UD Case. This is clear from Agrarian’s complaint: the action, according to the complaint, is based on “Fixed-term commercial lease, as amended, expiring 12/1/25, *with disputed renewal option*.” (UD Complaint at p. 2, emphasis supplied.) The notice provided to Taft Street consisted of “Notice to Quit and Demand for Possession based on expiration of fixed term and *ineffective purported renewal* under CCP Section 1161(1).” (*Ibid.*, emphasis supplied.) Agrarian states that the UD Case “is based on Taft Street’s lease terminating by its terms on December 1, 2025.” (Oppo at p. 2.) If the lease in fact did *not* terminate, the UD Case must therefore result in judgment for Taft Street.

Agrarian explains that the lease renewal option requires that Taft Street be free of any default when exercising it, and that is correct: “Provided that Lessee is not in default of the performance of this lease, Lessee shall have the option to renew . . .” (Oppo at p. 3; Terry Dec, Exh. C, ¶ C.) Agrarian goes on to provide several reasons why, in its view, Taft Street was in default. (Oppo at p. 3.) Taft Street, for its part, “disputes that it committed any such breaches,” and notes that all of the lease violations Agrarian depends on are mere allegations on Agrarian’s part, as distinct from references to “actual violations or citations . . . issued by any governmental or regulatory agency.” (Reply at p. 3.) Taft Street points out that the fact that the Previous UD Case was based purely on Agrarian’s allegations was one reason the case ended adversely to Agrarian. (*Ibid.*) Taft Street states that it “will vigorously defend that it properly exercised its right to renew the lease for another five-year term.” (Reply at p. 4.) It is therefore inevitable that the question of whether Taft Street violated the lease agreement will arise in the UD Case.

The Court is not inclined to resolve the question of whether Taft Street was in violation of its lease terms at the time it purported to exercise the renewal option, or at any other time, in the context of a motion to consolidate. Nor does it need to. Agrarian’s operative Second Amended Cross-Complaint in the Underlying Case includes a cause of action for Breach of Lease, which alleges, among other things, that “Taft Street has breached the Operative Lease by constructing or installing unauthorized improvements despite the Operative Lease’s restriction on improvements without the landlord’s consent” and “Taft Street has breached the Operative Lease by failing to comply with applicable law as a result of un-permitted improvements.” (SACC ¶¶ 123, 124.) Thus, the question of whether Taft Street breached the lease, which as noted above is crucial to the outcome of the UD Case, is very much at issue in the Underlying Case.

C. Prejudice

Agrarian's primary argument regarding prejudice centers around the fact that it has elected not to deposit Taft Street's rent checks. The Court acknowledges that Agrarian has good reasons for that: accepting rent after the expiration of a fixed-term lease can operate as a waiver of the right to possession. (Civ. Code § 1945.) However, Agrarian's losses are temporary: it has the checks, and it will be able to deposit them when the UD is resolved. Agrarian has presumably been refraining from depositing the rent checks since December 2025, after the lease (in its view) expired, and it did not file the UD Complaint until nine months later. It has not suggested, and it is not obvious to the Court, that Agrarian will be unreasonably adversely affected by the need to hold Taft Street's rent checks for a few more months.

On the other hand, Taft Street would suffer substantial prejudice from being required to litigate the question of its compliance with the lease terms in two different cases. For one thing, that would involve redundant work by all parties and the Court. As noted above, "[t]he purpose of consolidation is . . . avoiding duplication of procedure, particularly in the proof of issues common to both actions." (*Woulridge, supra*, 265 Cal.App.2d at p. 86.) For another, Taft Street would be significantly hindered in litigating that issue in the context of a UD action, in light of the limited discovery options available. Moreover, denying consolidation would raise the specter of inconsistent results. Taft Street would be in a very uncomfortable position indeed if the UD court ruled in favor of Agrarian on the basis that Taft Street had violated the terms of its lease, and the court hearing the Underlying Case subsequently ruled that Taft Street had *not* violated the lease.

The Court recognizes that consolidation is somewhat prejudicial to Agrarian but agrees with Taft Street that such prejudice is outweighed by the prejudice to Taft Street from not consolidating.

D. CCP § 1170.5(c) relief is not warranted.

Agrarian requests that if the Court grants the consolidation, it also order Taft Street to pay rent into an escrow account as provided by CCP § 1170.5(c). (Oppo at pp. 6-7.) Agrarian states that its "outstanding rent and expenses exceed \$250,000 to date." (Oppo at p. 6.) It is worth noting, in this context, that the relief Agrarian requests is prospective only: "section 1170.5 limits the amount that the court can require to be deposited to prospective damages the landlord may suffer as the result of granting a continuance of the trial date to a tenant in possession; the deposit of past rent or damages is not authorized under the statute." (*Garcia v. Cruz* (2013) 221 Cal.App.4th Supp. 1, 7.) Therefore, even if the Court were to order such relief, the order would not apply to the currently outstanding \$250,000 Agrarian alludes to.

However, the Court is persuaded that such relief is warranted. It might be convenient for Agrarian, but that is not a sufficient rationale for granting it; there must be "a reasonable probability that the [UD] plaintiff will prevail in the action." (CCP § 1170.5(c).) Beyond a conclusory assertion that "limited relief in favor of Agrarian is warranted if not required" (Oppo at p. 7), Agrarian has not attempted to argue that there is such a reasonable probability. The Court is left to speculate that Agrarian's point is that it is likely to prevail on the UD because it is a simple matter based on the expiration of a fixed-term lease. But for the reasons discussed above, that is not a simple matter at all. It is *possible* that Agrarian may prevail in the UD Case

(despite its failure to prevail in the previous one), but any further determination about the probable outcome would require the Court to resolve the question of whether Taft Street validly exercised the lease renewal option, and again, that is beyond the scope of the instant motion.

V. Conclusion

The motion is **GRANTED**. The UD Case will be consolidated with the Underlying Case for all purposes.

5. MCV-252705, State of California Dept of Industrial Relations v. Chig Corporation

The **unopposed** motion is **DENIED** for failure to provide a proof of service on defendant Chig Corporation (“Chig”). The denial is without prejudice to Plaintiff filing a properly noticed motion. If Plaintiff chooses to re-file the motion, he shall serve on Chig copies of all moving papers which includes the hearing date prior to doing so, and Plaintiff’s moving papers filed with the Court shall include a Proof of Service describing what Plaintiff served, and the manner of service.

I. Background

Apolonio Martinez (“Plaintiff”) worked as a busser at the Great China Restaurant from December 1, 2000, until July 13, 2017. On July 20, 2017, Plaintiff filed a complaint with the Labor Commissioner against Chig, the entity that owned the restaurant, alleging unpaid overtime, tips, meal period premiums, and rest break premiums. On September 5, 2019, the Department of Industrial Relations (“DIR”) issued a decision ordering Chig to pay Plaintiff \$7,327.46. DIR served Chig with a Notice of Payment Due on January 14, 2020.

On April 15, 2020, DIR initiated the instant action by filing a request for entry of judgment against Chig. On the same day, the Court duly entered judgment in favor of Plaintiff in the amount of \$7,828.56, consisting of the amount awarded by DIR plus \$276.10 in post-judgment interest and \$225 in filing fees.

Plaintiff, acting in pro. per., filed the instant motion on July 27, 2026, alleging that he has received no payment from Chig. The motion seeks the amount of the judgment, post-judgment interest at 10% per annum, and a penalty pursuant to Lab. Code § 238.05 (mistakenly cited as Lab. Code § 98.2; see below) of triple the unpaid amount.

II. Analysis

A. The penalties Plaintiff seeks are authorized by Labor Code § 238.05, not § 98.2.

Plaintiff repeatedly cites Lab. Code § 98.2(i), as amended by California Senate Bill 261, as the statutory authority for the penalty he seeks. The Court assumes that he intends to cite to Lab. Code § 238.05, which was added by S.B. 261 in 2025 and took effect on January 1, 2026. The statute provides, in pertinent part, that “If a final judgment arising from nonpayment of wages for work performed in this state remains unsatisfied after a period of 180 days after the time to appeal therefrom has expired and no appeal therefrom is pending, the judgment debtor shall be

subject to a civil penalty not to exceed three times the outstanding judgment amount, including postjudgment interest then due” (Lab. Code § 238.05(a).) The statute requires the penalty to be divided equally between the employee in whose favor the judgment was entered and DIR. (Lab. Code § 238.05(c).)

B. Plaintiff calculates the amount by which he seeks to increase the judgment in two different ways.

Plaintiff seeks to increase the judgment, presently for \$7,828.56, by adding postjudgment interest, and then adding a penalty of triple the resulting amount. However, the exact amount Plaintiff seeks is unclear because he calculates the interest due in different ways.

In his declaration, Plaintiff declares that “[t]he judgment has remained unsatisfied for 2,245 days following the expiration of the statutory appeal period.” (Martinez Dec ¶ 4.) Based on that, he calculates the interest due, at 10% per annum, as \$4,815.10. Plaintiff presumably arrived at that figure by dividing 2,245 by 365 and multiplying the result by \$782.856, 10% of the judgment amount. That formula does in fact yield \$4,815.10.

However, in his Notice of Motion and the attached Memorandum of Points and Authorities, Plaintiff seeks interest in the amount of \$4,789.34, based on a period of 2,223 days since the expiration of the time to appeal the judgment. Applying the formula described above to that figure yields \$4,767.91. The Court surmises that Plaintiff performed the calculation using 2,233 as the number of days. That calculation yields a result of \$4,789.36 of postjudgment interest due.

The 2,233-day figure is correct. Chig’s 60-day timeframe to appeal the judgment ended on Monday, June 15, 2020 (since the 60th day was a Sunday). The instant motion was filed on July 27, 2026. The period between those two dates, inclusive of the last day but not of the first, is 2,233 days. The Court will assume that “2,223 days” in the MPA is a typographical error and that “2,233 days” was intended, and will ignore the figures in Plaintiff’s declaration. Therefore, the Court deems that Plaintiff is seeking a total judgment in the amount of \$7,828.56 (the original judgment) plus \$4,789.36 (postjudgment interest through the filing of the motion), plus a penalty of triple the sum of those two figures, for a total amount of \$50,467.68.

C. The instant motion is not accompanied by a proof of service.

Plaintiff’s moving papers do not include a proof of service. Based on the filings before it, the Court can only conclude that Plaintiff filed the motion without providing copies of it to Chig or anyone else. Among other things, that means that Chig has not received notice of when the hearing on the motion is set to occur, which in turn means that Chig was unable to determine its deadline for filing and serving any opposition it might wish to place before the Court.

By this motion, Plaintiff seeks to increase Chig’s liability by over 500%. Although Lab. Code § 238.05 does authorize such an increase, basic principles of due process prevent the Court from moving forward with the motion without notice to Chig. Moreover, the penalty Plaintiff seeks is within the Court’s discretion to some degree: “the court shall assess against the judgment debtor the entire amount of the requested penalty except to the extent that the court finds that the

judgment debtor has demonstrated by clear and convincing evidence good cause to reduce the amount of the penalty.” (Lab. Code § 238.05(b).) The “except to the extent” language clearly contemplates that the judgment debtor will have an opportunity to adduce such evidence. By failing to serve the moving papers on Chig and inform Chig of the time and place of the hearing, Plaintiff has deprived Chig of that opportunity.

The motion is **DENIED** without prejudice to Plaintiff filing a properly noticed motion.

6. SCV-272132, Depina v. Federal Express Corporation

The hearing is **CONTINUED** to December 16, 2026, at 3:00 pm in Dept. 19. No later than nine court days before that date, either Plaintiff or the parties jointly may submit additional briefing as described herein.

I. Background

This putative class action was initiated on November 8, 2022, by the filing of a complaint on behalf of Clara Depina (“Plaintiff”) and all others similarly situated. (Case no. SCV-272132.) Defendant is FedEx Ground Package System (“FedEx”), which employed Plaintiff for approximately five months in 2022. The complaint alleges numerous Labor Code violations, as well as unfair competition pursuant to Bus. & Prof. Code § 17200 et seq.

FedEx removed the case to the U.S. District Court for the Northern District on January 12, 2023. (Case no. 3:23-cv-00156-TLT.) The parties litigated the case there for over two years. On November 8, 2024, the Northern District issued an order denying class certification. Plaintiff promptly moved for leave to file a motion to reconsider the denial; the Northern District denied that motion on February 13, 2025. The Ninth Circuit denied Plaintiff’s request to appeal the denial of class certification on March 26, 2025.

On March 12, 2025, Plaintiff moved to remand to this Court. While the motion was pending, the parties reached a settlement agreement. The parties requested dismissal of the federal case on July 11, 2025, and dismissal was granted the same day. On October 23, 2025, Plaintiff filed a new case in this Court (no. 25CV07527).

Plaintiff filed a Motion for Preliminary Approval of Class Action Settlement on March 30, 2026. The motion was heard on July 15, and on the same day the Court issued an order denying it without prejudice. In the order, the Court stated “the Federal Court denied class certification, and this Court would appear to need to be apprised of the contents of that order in order to ensure that the class can nonetheless be certified for the purposes of settlement.”

On July 31, 2026, both parties (the “Parties”) filed a Joint Ex Parte Application to Coordinate Proceedings. In an order filed the same day, the Court ordered cases no. SCV-272132 and 25CV07527 coordinated, with case SCV-272132 serving as the lead case.

On August 31, 2026, the Parties filed a Joint Statement in Support of Motion for Preliminary Approval of Settlement. The statement was accompanied by the declaration of Plaintiff’s counsel Thomas Segal. The federal court order denying class certification (“Order”) was attached as

Exhibit C to the declaration.

II. The federal court's rationale for denying class certification

The federal court found that each putative class failed to comport with Federal Rules of Civil Procedure, rule 23 in four related manners.

A. Lack of commonality (security check class)

The primary contention in this action is that FedEx employees were not compensated for the time they spent waiting in line for security screenings. Based on an extensive review of the evidence, the federal court found that different FedEx facilities had different security-screening procedures, some of which required employees to wait in line for extended periods before clocking in or after clocking out, but some of which did not. (Order at pp. 3-5.) Accordingly, the court found that there was no commonality among the putative class members “because there are no questions of law or fact common to each putative class member.” (Order at pp. 10-12.)

B. Lack of commonality (record keeping class)

The putative common issue of law applicable to this class was whether FedEx paid meal period premiums to class members who took abbreviated meal breaks or missed meal breaks altogether. Plaintiff argued that although FedEx's policies regarding meal break premiums “facially comply” with California law, “the problem is that package handlers must wait in security lines during their meal breaks, which shortens their meal breaks.” (Order at p. 13.) But that argument failed for the same reason that the security-check argument failed: because different facilities have different practices regarding security screening. “As such, the recordkeeping class also lacks commonality.” (*Ibid.*)

C. Lack of typicality of the class representative

The same problem led to a lack of typicality. The court found that Plaintiff's “injury is not typical of the class because there is no injury common to the entire class.” (Order at p. 14.) Plaintiff herself testified that she had shortened or interrupted meal breaks because she had to wait in security screening lines, but “[o]ther members of the class were appropriately paid for security wait times because their facilities either had security time clocks or short lines.” (*Ibid.*) “Because [Plaintiff]'s injury is not typical of the entire class, typicality is not met.” (*Ibid.*)

D. Lack of predominance of common questions of law or fact

The same issue led the federal court to conclude that the requirement of Rule 23(b)(3) that “questions of law or fact common to class members predominate over any questions affecting only individual members” was not met. (Order at p. 15.) This inquiry, though similar to the commonality analysis, differs “because it requires a weighing of ‘the common questions in the case against the individualized questions.’” (*Ibid.*, citing *In re Facebook, Inc. PPC Advert. Litig.*

(N.D. Cal. 2012) 282 F.R.D. 446, 455.) The court found that “there is no predominance because there is no uniform policy that FedEx was underpaying its package handlers for the time they waited on the security screening, no evidence that these security screenings uniformly led to shortened meal or rest breaks, and no evidence that the timekeeping records reflected this.” (Order at p. 15.) “Because there is no uniform policy, the Court would need to look at everyone’s individual circumstances to determine who has an injury and what are their damages.” (*Id.* at pp. 18-19.)

E. Conclusion

“Although [Plaintiff] has established numerosity and adequacy, the Court finds that she has failed to establish commonality and typicality as required by Rule 23(a) as to any of the classes or subclasses.” [Plaintiff] cannot establish commonality because there is no common question of law or fact to the class given the variance in the length of the security lines and the security wait time payment methods. She cannot establish typicality because the putative class members do not share the same injury. Finally, [Plaintiff] cannot establish predominance pursuant to Rule 23(b) because the lack of a uniform policy would require the Court to make individual inquiries.” (Order at p. 20.) Therefore, the court denied class certification. (*Ibid.*)

III. Analysis

In their joint statement, the Parties aver that “provisional class certification for settlement purposes is subject to a different standard than class certification upon a contested motion during the course of litigation. For settlement purposes, courts use a less stringent standard than for class certification on contested motions.” (Joint Stmt. at p. 3.) The point, apparently, is that this Court may certify the proposed class for settlement purposes despite the federal court’s refusal to do so for litigation purposes.

For that proposition, the Parties cite to *Global Minerals & Metal Corp. v. Superior Court* (2003) 113 Cal.App.4th 836. First, *Global Minerals* dealt with two related matters that had been filed as class actions. Potential class members were buyers in 19 states of copper products purchased from defendants. The allegations there focused on price manipulations of copper in various global trade markets. Certain defendants filed an appeal of the trial court’s order certifying the class. To state the obvious, *Global Minerals* is not instructive on what factors a trial court should consider when assessing the appropriateness of a pre-certification settlement. The opinion does say that “a lesser standard of scrutiny is used for settlement cases.” (*Id.* at p. 859.) The opinion does not discuss the commonality, typicality, and predominance of common questions factors at all. Notably, however, the standard in *Global Minerals* was not low enough to justify class certification in that case; immediately following the “lesser standard” comment, the reviewing court held that “the trial court did not have an adequate basis in the record to exercise its discretion to determine that the proposed class was readily ascertainable and manageable as a means of litigating these claims.” (*Id.* at p. 860.) *Global Minerals* provides no clarity on what factors a court must consider in the assessing the adequacy of a pre-certification settlement. *Global Minerals* does cite to *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, but this case also is a post-certification settlement case.

The only other California case cited by the Parties is *Alaniz v. California Processors, Inc.* (N.D. Cal. 1976) 73 F.R.D. 269. *Alaniz* is an employment discrimination class action brought by female and minority cannery workers against unions and employers in Northern California's food processing industry. *Id.* at 272. The class challenged industry-wide employment practices under a collective bargaining agreement, seeking relief for alleged discrimination in hiring, promotion, and job assignment. *Id.* The court certified an industry-wide class, finding numerosity, commonality, typicality, and adequacy of representation under Rule 23. Settlement of the claims came thereafter. *Global Mineral's* cautionary approach, that settlements made before class certification are scrutinized more carefully to make certain absent class members' rights are adequately protected, is partly the basis for the Court's reservation here. *Wershba v. Apple Computer, Inc.*, (6th Dist. 2001) 91 Cal.App.4th 224, 236.

In *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, also cited by the Parties, the reviewing court approved the trial court's class certification. However, that was motivated in large part by the fact that "[t]he rule 23 certification criteria had been extensively briefed by the parties" and "[t]he trial court . . . made findings which can be read as satisfying the other criteria of rule 23(a): numerosity, typicality, and adequacy of representation." (*Id.* at p. 1162.) This is hardly authority for the proposition that a California court may ignore a federal court's finding that the Rule 23 criteria are not satisfied.

Cuadra v. FedEx Ground Package System, Los Angeles County case no. 20STCV04992, is, in the first place, not citable precedent because it is unpublished. (Cal. Rules of Court, rule 8.1115.) Moreover, it is not analogous to the situation presented here. There, the federal court's denial of class certification was based on its finding that "the briefing and evidence presented by the parties are wholly inadequate for the Court to rule on Plaintiff's Motion for Class Certification." (Segal Dec Exh. D at p. 1.) The order does not even mention Rule 23. *Cuadra*, therefore, does not address the situation presented here of a federal court explicitly finding that the Rule 23 requirements were not met.

Suarez v. Bank of America (N.D. Cal. 2023) 2023 WL 5837495, *Wilson v. Pactiv LLC* (C.D. Cal. 2022) 2022 WL 3013147, and *Pena v. Taylor Farms Pacific* (E.D. Cal. 2020) 2020 WL 6392576 are somewhat more helpful to the Parties. In all of them, a federal district court approved certification of a class for settlement purposes, despite certification having previously been denied, on the basis that the settlement analysis differs from the litigation analysis. However, while these cases support the notion that the standards for commonality, typicality, and predominance of common questions are diminished in the settlement context, the Parties have not explained how those diminished standards apply to the instant case, and it is not obvious to this Court. Notably, the *Suarez* court's rationale was based, at least in part, on the point that manageability, a different Rule 23 factor, "is not a concern in certifying a settlement class where, by definition, there will be no trial." (*Suarez, supra*, at p. *5, citing *In re Hyundai and Kia Fuel Economy Litigation* (9th Cir. 2019) 926 F.3d 539, 556-557.) Similarly, the *Wilson* court remarked that "[a]s to commonality and predominance, the Court previously found that individualized issues predominated over common questions with respect to each class. [Citation.] The Court's manageability concerns, however, do not preclude certification of a settlement

class.” (*Wilson, supra*, at p. *3.) Manageability was, of course, not among the federal court’s concerns in the instant case.

The Court invites the Parties to submit additional briefing on why the issues raised by the federal court in its November 8, 2024 order do not preclude settlement class certification by this Court.

IV. Conclusion

Hearing on the motion is **CONTINUED** to December 16, 2026, at 3:00 p.m. in Department 19. No later than nine court days before that date, either Plaintiff or the parties jointly may submit briefing as described above.

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