

TENTATIVE RULINGS: CIVIL LAW & MOTION

Wednesday, October 28, 2026 at 3:00 p.m.

Courtroom 18 – Hon. Dana Simonds

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) 521-6724**, 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.

TO JOIN ZOOM ONLINE:

Department 18:

Meeting ID: 160—739—4368

Password: 000169

<https://sonomacourtorg.zoomgov.com/j/1607394368?pwd=aW1JTWIL3NBeE9LVHU2NVVpQlVRUT09>

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)

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. 25CV05238, Isasi v. Costeaux French Bakery, Inc.

Plaintiff's unopposed motion for preliminary approval of class action settlement is **GRANTED**. The final approval hearing shall be set on March 3, 2027, at 3:00 p.m. in Department 18.

If no hearing is requested, the Court will sign the proposed order lodged with the moving papers.

Analysis:

This is a wage-and-hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act and Labor Code. Plaintiff seeks to represent a class of all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period, as set forth in the Class and Representative Action Settlement Agreement.

The Parties agreed to mediate this action with Lonnie Giamela, Esq., an experienced class and PAGA action mediator. Prior to mediation, the parties engaged in informal discovery and Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis. On April 21, 2026, the Parties participated in a full day of private mediation with Lonnie Giamela, Esq. The negotiations were at arm's length and adversarial. They were able to reach a settlement.

Plaintiff now seeks preliminary approval of the settlement agreement. The parties' settlement is for a total amount of no less than \$687,500.00 subject to potential increase under an Escalator Clause, to resolve this action. The settlement allocates the following amounts to be deducted from the settlement sum: (i) Settlement Administrator costs not to exceed \$9,500.00; (ii) the attorneys' fees up to one third of the of the Gross Settlement Amount (about \$229,166.67) and costs up to \$25,000; (iii) a service award of up to \$10,000.00 to Plaintiff; and (iv) PAGA penalties in the amount of \$40,000.00, sixty-five percent of which will be paid to the LWDA out of the Gross Settlement Amount, and thirty-five percent of which will be distributed to the Aggrieved Employees.

The Parties have agreed to retain Phoenix Class Action Administration Solutions to handle the notice and settlement administration process. Plaintiff has submitted the procedure by which the individual settlement amounts will be calculated and disbursed. Plaintiff has also submitted proposed notice and exclusion or objection procedures.

I. The Settlement

A presumption of fairness exists where: 1) the settlement is reached through arm's length bargaining; 2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; 3) counsel is experienced in similar litigation; and 4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) The test is not the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250.)

The settlement appears generally within the reasonable range of possible judicial approval. At this preliminary stage, Plaintiff has demonstrated the existence of many elements for the presumption of fairness to apply.

Plaintiff includes requests for the finding that the representative award and attorney's fees are reasonable. At this juncture, this request is premature, as attorney's fees and representative awards are both matters which may be the subject of objections by the class members at final approval. 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.

II. The Class

Plaintiff seeks certification of the provisional settlement class 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. (CCP § 382; *see also Vasquez v. Sup. Ct.* (1971) 4 Cal.3d 800, 809.)

The Class is defined as all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in California at any time from July 25, 2021, through June 22, 2026. Members of the class can be ascertained from Defendant's records, and a class with an estimated 392 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.

III. The Notice

"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. (*Ibid.*) The proposed notice appears to fully apprise the class members of the relevant considerations. Therefore, preliminary approval appears appropriate.

2. 25CV01890, Dickerson v. Casillas

Plaintiffs' motion for relief to preserve objections to propounded discovery is **GRANTED**.

If no hearing is requested, the Court will sign the proposed order lodged with the moving papers.

Analysis:

On May 13, 2026, Defendant Munselle Civil Engineering, LP ("Munselle") served Form Interrogatories — Construction Litigation; Requests for Admission, Requests for Production of Documents; and Special Interrogatories upon Plaintiffs Darren Dickerson and Avianna Dickerson, through counsel. The Plaintiffs' discovery responses were initially due on June 16, 2026. Counsel for Plaintiffs requested and received an extension of time in which to respond to the discovery by July 7, 2026. Plaintiffs timely served their responses to the Form Interrogatories, Requests for Admission, and Requests for Production of Documents on July 7, 2026, by e-mail.

On July 8, 2026, Defendant's counsel sent an email to Plaintiffs' counsel informing Plaintiffs' counsel that Plaintiffs failed to respond to the Special Interrogatories. Plaintiffs' counsel responded explaining that the Special Interrogatories were inadvertently missed and requested a preservation of Plaintiffs' rights to object. Plaintiffs council also immediately began working on the Special Interrogatories and served them only three business days after the deadline, on July 13, 2026. Defendant's counsel did not provide a substantive response to Plaintiffs' request to preserve their objections. This motion followed.

Plaintiffs represent that the failure to serve timely responses to the Special Interrogatories was the result of a mistake by Attorney Hoskins' paralegal in neglecting to create draft responses to the special interrogatories and no attorney catching the mistake prior to serving the responses. Attorney

Hoskins was on paternity leave when the drafted responses were prepared. Furthermore, counsel was responding to a plethora of other discovery upon returning from leave.

CCP § 2030.290 provides that the Court may relieve a party from a waiver of objections to special interrogatories, “on its determination that both of the following conditions are satisfied:

- (1) The party has subsequently served a response that is in substantial compliance with Sections 2030.210, 2030.220, 2030.230, and 2030.240.
- (2) The party's failure to serve a timely response was the result of mistake, inadvertence, or excusable neglect.”

Defendant opposes the motion on the ground that Plaintiffs have not sufficiently shown mistake, inadvertence, or excusable neglect. Defendant does not argue that Plaintiffs have failed to serve a response that is in substantial compliance with the discovery act. On the contrary, Plaintiffs have shown that they have, and they did so promptly. This court is satisfied with Plaintiffs’ showing of mistake, inadvertence, or excusable neglect. Accordingly, the motion is granted.

3. 26CV06074, Restaurants 101, Inc. v. Gogri

Plaintiffs’ request for preliminary injunction is **GRANTED**. Plaintiffs shall post an undertaking in the amount of \$10,000.00. The Court issues the following preliminary injunction:

Defendant Karan Gogri and his agents, representatives, employees, and all persons acting in concert or participation with him, including but not limited to Frank Leonard, are restrained from:

- (a) negotiating, offering, agreeing to, or completing any sale, transfer, assignment, encumbrance, or other disposition of the Black Bear Diner franchise operated by Restaurants 101, Inc. or any other material asset of the Corporation;
- (b) representing, orally or in writing, to any person or entity, including but not limited to BBDI, LLC (“Franchisor”), the landlord of the Corporation’s business premises, vendors, lenders, employees, or members of the public, that Defendant is an owner, shareholder, director, officer, or authorized representative of the Corporation, or that he has any authority to act on the Corporation’s behalf; and
- (c) entering upon or remaining upon the premises located at 490 Las Gallinas Ave., San Rafael, California 94903 (the “Premises”), or any other premises operated by the Corporation, without the express prior written consent of the Corporation’s Board of Directors.

Plaintiffs’ counsel shall submit a written order consistent with this tentative ruling and in compliance with Rule 3.1312.

Analysis:

On September 2, 2026, Plaintiffs filed an ex parte application seeking a temporary restraining order and order to show cause re: preliminary injunction. Plaintiffs sought to restrain Defendant Karan Gogri from (1) selling, transferring, or encumbering the Restaurant 101's Black Bear Diner franchise, its sole material asset; (2) telling Franchisor, vendors, the landlord, or the public that he still owns or controls the Corporation; and (3) entering the Corporation's business premises without board authorization.

The Court issued the temporary restraining order and order to show cause re: preliminary injunction. The matter is now on calendar regarding the order to show cause why a preliminary injunction should not issue. Defendant has filed an opposition arguing that Plaintiffs have not shown a likelihood of prevailing on the merits and that the balance of harm weighs against injunction.

On September 1, 2026, Plaintiffs, Restaurants 101, Inc., Tanu Kumari, Gonzalo Aguilar, and Jonathan Diaz Cruz filed a complaint for declaratory and injunctive relief against Defendant Karan Gogri. They allege that on or about January 8–14, 2025, Defendant sold all 1,500 outstanding shares of Restaurant 101, Inc. ("the Corporation") to the Buyer Plaintiffs for \$1,100,000 pursuant to a Stock Purchase Agreement ("SPA"). They allege that Defendant expressly represented and warranted that Buyers would receive "good, absolute and marketable title" to the shares and that, upon execution, he would not be entitled to, nor participate in, any profits, losses, or benefits arising from operation of the business, regardless of any retained ownership, security, or transitional interest. Also, Defendant retained only a 20% "Security & Transition Interest" in 300 shares as collateral for an \$800,000 promissory note.

As alleged, despite the sale, Defendant filed a Statement of Information in July 2025 naming himself the Corporation's sole director, CEO, and CFO. Buyers have operated the franchise for about twenty-one months; Franchisor now knows that history but has not yet consented to the ownership change. They also allege that Defendant has contacted a prospective purchaser regarding sale of the franchise and has represented to Franchisor, the landlord of the Premises, and various vendors that he is the owner, director, or officer of the Corporation. Moreover, Frank Leonard, a former district manager for Defendant, has acted as Defendant's agent at the Premises and was directed by Defendant to engage in self-help conduct such as interfering with computer access. Plaintiffs seek a preliminary injunction in order to preserve the status quo until resolution of their claims.

I. Plaintiffs Have Met their Burden on this Motion

The purpose of a preliminary injunction is to maintain the status quo and prevent irreparable harm until the matter can be heard on the merits. (See *Dodge, Warren & Peters Ins. Services, Inc. v. Riley* (2003) 105 Cal.App.4th 1414, 1418.) "Trial courts traditionally consider and weigh two factors in determining whether to issue a preliminary injunction. They are (1) how likely it is that the moving party will prevail on the merits, and (2) the relative harm the parties will suffer in the interim due to the issuance or non-issuance of the injunction." (*Dodge, Warren & Peters Ins. Services, supra* at 1420; see also *Butt v. State* (1992) 4 Cal.4th 668, 677-678; *Whyte v. Schlage Lock Co.* (2002) 101 Cal.App.4th 1443, 1449; *ReadyLink Healthcare v. Cotton* (2005) 126 Cal.App.4th 1006, 1016.)

The burden is on the moving party to show all elements necessary to support issuance of a preliminary injunction. Plaintiff must show that the remedy at law is inadequate, irreparable harm

will result, Plaintiff will probably prevail on the merits of his or her action, and equities weigh in favor of injunction. (*White v. Davis* (2003) 30 Cal.4th 528, 554; *O'Connell v. Superior Court* (2006) 141 Cal.App.4th 1452, 1481; see also CCP § 526 (a).)

The court's determination must be guided by a "mix" of the "potential merit" and "interim harm" factors; the greater the requesting party's showing on one factor, the less must be shown on the other to support an injunction. (*Butt v. State of California, supra*, 4 Cal.4th at 677-678.) However, the trial court may not issue an injunction, regardless of the amount of interim harm, "unless there is some possibility" that plaintiff will ultimately prevail on the merits of the claim. (*Jamison v. Department of Transp.* (2016) 4 Cal.App.5th 356, 362.)

a. Likelihood of Prevailing on Merits

Plaintiffs seek judicial declaration regarding the parties' rights and responsibilities under the SPA. Plaintiffs contend that, as a result of the January 2025 sale of all outstanding shares, Defendant: (a) has no ownership interest in the Corporation other than any documented Security & Transition Interest in 300 shares held solely as collateral; (b) has no authority to act as a director, officer, or agent of the Corporation; (c) has no authority to sell, offer to sell, transfer, encumber, or otherwise deal with the Black Bear Diner franchise or any other asset of the Corporation; and (d) has no right to enter upon or remain on the premises of the Corporation's business without the express prior written consent of the Corporation's Board of Directors.

Defendant disputes these contentions by arguing that (1) Franchiser approval was a condition of any effective transfer; (2) the consideration necessary to close was not paid; and (3) corporate formalities confirm the transfer was incomplete.

Plaintiffs have submitted evidence showing a \$100,000 cash down payment and two wire transfers totaling \$45,000 sent directly to Defendant's own bank account and identifying him by name. Moreover, they have shown that a July 2026 board resolution formally removed Gogri, and Plaintiffs have since listed the Corporation's current owners (not Gogri) with the Secretary of State as its officers and directors. Finally, Plaintiffs have compellingly argued that Franchisor non-approval is a condition still to be worked out by whichever party is determined in this action to be the rightful owner. Plaintiffs have been operating the business for about twenty-one months at this point. Plaintiffs have shown a likelihood of prevailing on the merits of their claims and Defendant's attempts at rebutting this point are not persuasive.

b. Balance of Hardships

The Black Bear Diner is the Corporation's sole material asset. By its nature, it is unique and irreplaceable. Defendant has not presented any hardship he would face from being enjoined from selling the diner or holding it out for sale. Defendant instead argues that if he is enjoined from accessing the diner or holding himself out to be an owner, the diner will be left without an approved operator and will close as a result. However, Plaintiffs have established that they have been operating the diner since January 2025 without incident. Plaintiffs have shown that the only issues they have encountered with operating the diner have been created by Defendant's own conduct in holding himself out to still be the owner and in interfering with Plaintiffs' operations. Defendant's arguments regarding the burdens the diner would face are not compelling. On the contrary, Plaintiffs have demonstrated significant hardship they have suffered and will continue to suffer if

Defendant is permitted to continue holding himself out as being an authorized representative of the corporation and to continue accessing the premises.

4. **26CV05206, In Re: Transamerica Life Insurance Co.**

The Petition for Approval of Transfer of Structured Settlement Payment Rights is **GRANTED**.

If no hearing is requested, the Court will sign the proposed order lodged with the moving papers.

Analysis:

Insurance Code § 10139.5 outlines the factors the Court must consider when deciding whether to approve a transfer of structured settlement rights. The petitioner has made a sufficient showing under the Code section.

By this agreement, Arnulfo Rosas-Montes is transferring monthly life-contingent payments beginning December 15, 2026 through and including June 15, 2054 in exchange for \$72,380.00. The aggregate amount of payments to be transferred total \$520,171.69. The discounted present value of the amount being sold is \$146,335.70. This results in the equivalent of an interest rate of 9.36% per year.

Mr. Rosas-Montes has represented that he is divorced and does not have any dependents. He is 60 years old and owns his home. He intends to use the proceeds under the Agreement to pay off his RV loan, purchase a reliable vehicle, visit his family in Mexico, purchase a new wheelchair, and make home repairs that will make his home wheelchair accessible. The Court is satisfied that the transfer of payment rights is in the best interest of Mr. Rosas-Montes.

5. **25CV08995, Sung v. Rowen**

APPEARANCES REQUIRED.

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