

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, November 19, 2025 3:00 p.m.
Courtroom 17 – Hon. Jane Gaskell
3035 Cleveland Avenue, Santa Rosa**

PLEASE NOTE: In accordance with the Order of the Presiding Judge, a party or representative of a party may appear in Department 17 in person or remotely by Zoom, a web conferencing platform.

CourtCall is not permitted for this calendar.

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

TO JOIN D17 ZOOM ONLINE:

Meeting ID: 161 126 4123

Passcode: 062178

<https://sonomacourt-org.zoomgov.com/j/1611264123>

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The following tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument as to any motion, **YOU MUST NOTIFY** Judge Gaskell's Judicial Assistant by telephone at **(707) 521-6723 6725**, and all other opposing parties of your intent to appear, and **whether that appearance is in person or via Zoom**, by **4:00 p.m. the court day immediately preceding the day of the hearing.**

1. 23CV00497, Gomes Correia v. Premier Healthcare Staffing Solutions, LLC

Plaintiff Vanie Gomes Correia ("Plaintiff") filed two separate motions, individually and on behalf of all other aggrieved employees, for an order granting final approval of Plaintiff's Private Attorneys General Act ("PAGA") representative action settlement.

The Court is uncertain why Plaintiff did not withdraw or amend the first motion when filing the second motion, but the Court will **DENY** the first motion pursuant to Plaintiff's filing of the second revised motion.

As to the second motion, the Court also **DENIES** the motion for failure to comply with the requirements of California Rules of Court ("C.R.C."), Rule 3.769 requiring parties to obtain preliminary approval of a settlement of a class action.

I. PROCEDURAL HISTORY

Plaintiff brought this PAGA representative action pursuant to Labor Code section 2699 et seq., individually and on behalf of "all other persons similarly situated" who were subjected to various labor code violations alleged against named defendants. (See Complaint, ¶ 11.) Plaintiff claims that the parties reached a settlement of the representative action after extensive, arms-length, informed negotiations with

the help of an experienced mediator and after an informal exchange of information and data. (Second Motion, 3:19-25.)

As mentioned above, Plaintiff filed two separate motions (individually and on behalf of all aggrieved employees) for final approval of PAGA representative action settlement. Plaintiff neither withdrew nor amended the first motion, but instead filed the second motion containing similar requests at increased amounts. (Two Notices of Motion, 2:2-6.) The Court will deny the first motion per Plaintiff's filing of the second motion, which was meant to replace the first.

The motions are unopposed and are only brought pursuant to Labor Code section 2699(i). Plaintiff did not seek preliminary court approval of the settlement per C.R.C., Rule 3.769. The Court considers Plaintiff's arguments below.

II. ANALYSIS

Ordinarily, a party is required to request the court to preliminarily approve the settlement of an entire class action per noticed motion, attaching both the settlement agreement and the proposed notice to class members. (C.R.C., Rule 3.769.) The court then approves or denies the class certifications proposed in the motion, and if preliminary approval is granted, the court sets a final approval hearing at which the court finally determines if the settlement is fair, adequate, and reasonable. (C.R.C., Rule 3.769; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

However, Plaintiff's motion does not seek preliminary approval of the representative action. Instead, Plaintiff argues that there is no requirement and no mechanism in a PAGA settlement for a court to conduct a two-step settlement approval review under Rule 3.769 because there is no binding authority identifying the proper standard of review of PAGA settlements. (Second Motion, 9:25-28, 10:1-22.) Due to this, Plaintiff argues that normal class action standards do not govern the approval of PAGA settlements. (*Ibid.*)

The Court first notes that Plaintiff only relies on unpublished cases that were not provided separately for the Court's consideration, or otherwise on persuasive federal cases that are not mandatory authority for this Court to follow. The Court also notes that Plaintiff's motion is made pursuant to Cal. Labor Code section 2699, which section has been recently amended per A.B. 1170 in 2025. Regardless, Plaintiff failed to notify the Court of A.B. 1170 and made no argument as to whether A.B. 1170 has any impact on Plaintiff's motion. Outside of this, the Court finds that Rule 3.769 by its wording applies to all settlements of class actions. Unless Plaintiff can provide binding caselaw or statute that deem otherwise, Plaintiff's representative action is still subject to Rule 3.769. As Plaintiff has not provided any such binding authority for the Court to follow, the Court determines that the ordinary two-step approval process still applies.

III. CONCLUSION

Based on the above, Plaintiff's motions are **DENIED**. Plaintiff shall submit a written order on its motion to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

2. 24CV05603, Sugar v. Reynaud

The hearing on Defendant Simone Reynaud's motion to expunge lis pendens is **CONTINUED** to January 14, 2026, at 3:00 P.M. in Department 17, to allow Receiver an opportunity to respond to new evidence presented for the first time in the Reply Brief.

Generally, new evidence is not permitted with reply papers, and the inclusion and consideration of such additional evidence submitted for the first time in the reply should only be allowed in the exceptional case and if the other party is first given the opportunity to respond. (*Jay v. Mahaffey* (2013) 218 Cal.App.4th 1522, 1537–38.) So, the Court will allow the Receiver to submit a supplemental brief for the purpose of responding to the new evidence submitted in the Reply at least 9 court days prior to the next hearing on the motion. No other briefing shall be submitted, and if it is, such briefing will not be considered by the Court.

3. **24CV07206, Woods v. A.V.C.H., Inc**

Defendant A.V.C.H., Inc. (“Defendant”) petitions to: (1) compel arbitration on Plaintiff Simone Woods’ (“Plaintiff”) individual Labor Code claims; (2) dismiss Plaintiff’s alleged class claims; and (3) stay the matter pending resolution of the individual arbitration. The motion is **GRANTED**, pursuant to Code of Civil Procedure (“C.C.P.”) section 1281.4.

I. PROCEDURAL HISTORY

Plaintiff commenced this wage-and-hour class action against Defendant, her former employer, claiming alleged Labor Code and Business & Professions Code violations. (Memorandum of Points and Authorities [“MPA”], 2:23-28, 3:1-3.)

At the start of Plaintiff’s employment, she signed an Arbitration Agreement with a class and collective claims waiver and a provision to arbitrate any claim, dispute, and/or controversy between her and Defendant, including claims for violation of any claims for wages or other compensation due and any claims for violation of federal, state, or other governmental law. (MPA, 2:3-21; Relota Decl., Exhibit A, pp. XV-XX.) The Arbitration Agreement also indicated that sexual harassment and assault claims would not be subject to it. (*Ibid.*)

Based on the Arbitration Agreement, Defendant indicated to Plaintiff’s counsel that Plaintiff would need to submit her claims to arbitration because she signed a valid and enforceable agreement to arbitrate. (MPA, 3:5-7.) Plaintiff refused to submit her claims to arbitration and the parties’ positions were expressed to the Court at their initial Case Management Conference, so Defendant filed this petition to compel arbitration. (*Id.* at 3:7-10.) Plaintiff opposed the motion, and Defendant filed a brief in reply to the opposition.

II. REQUEST FOR JUDICIAL NOTICE

The court must take judicial notice of any matter requested by a party, so long as it complies with the requirements under C.C.P. § 452. (C.C.P. § 453.) The Court may take judicial notice of “facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy.” (C.C.P. § 452(h).) However, while courts may take notice of public records, they may not take notice of the truth of their contents. (*Herrera v. Deutsche Bank National Trust Co.* (2011) 196 Cal.App.4th 1366, 1375.)

Subject to the above limitations, the Court **GRANTS** Defendant’s request for judicial notice of JAMS Employment Arbitration Rules & Procedures effective June 1, 2021.

III. ANALYSIS

The FAA

The FAA applies to any “contract evidencing a transaction involving commerce” which contains an arbitration clause. (9 U.S.C. § 2.) The FAA favors the enforcement of arbitration agreements affecting interstate commerce. (*Cronus Investments, Inc. v. Concierge Services* (2005) 35 Cal.4th 376, 380.) When it applies, the FAA preempts state laws that purport to create alternative grounds for confirming or vacating arbitration awards. (*C.T. Shipping, Ltd. v. DMI (USA) Ltd.* (S.D.N.Y. 1991) 774 F.Supp. 146, 148-149.)

The Arbitration Agreement expressly states that Defendant “is engaged in interstate commerce; thus, interpretation and enforcement of this Agreement shall be governed by the substantive provisions of the Federal Arbitration Act.” (Relota Decl., Exhibit, p. XX.) The Agreement is subject to the FAA.

Arbitration in California

Generally, California has a strong public policy in favor of arbitration; any doubts regarding the arbitrability of a dispute are resolved in favor of arbitration. (*Howard v. Goldbloom* (2018) 30 Cal.App.5th 659, 663.) C.C.P. section 1280 et seq. governs arbitration in California. Sections 1281.2 and 1281.4 allow a party to move to compel arbitration per an arbitration agreement, and to stay legal proceedings pending the arbitration’s conclusion.

A party seeking to compel arbitration pursuant to C.C.P. section 1281.2 must “plead and prove a prior demand for arbitration under the parties’ arbitration agreement and a refusal to arbitrate under the agreement.” (*Mansouri v. Sup. Ct.* (2010) 181 Cal.App.4th 633, 640-641.) The petitioner must also prove by a preponderance of evidence that the arbitration agreement exists and that the dispute is covered by the agreement. (*Cruise v. Kroger Co.* (2015) 233 Cal.App.4th 390, 396-397, 399-400.) The petitioner can satisfy this burden by alleging the existence of an arbitration agreement and setting it forth verbatim or attaching a signed copy of it even if the signing party does not recall the agreement. (*Condee v. Longwood Management Corp.* (2001) 88 Cal.App.4th 215, 218–19.) If the petitioner satisfies this burden, the opposing party must prove a defense to its enforceability, such as unconscionability or waiver. (*Ibid.*)

Here, Defendant presented the signed, written Arbitration Agreement and also stated in the motion that Plaintiff refused to submit her claims to arbitration per the Arbitration Agreement when requested by Defendant. As such, the parties’ Arbitration Agreement is subject to California law regarding arbitration.

Authenticity of Signature

As a rule, the validity of the signature in an arbitration agreement is a foundational fact when compelling arbitration and the petitioner bears the burden of proving the authenticity. (*Ruiz v. Moss Bros. Auto Group, Inc.* (2014) 232 Cal.App.4th 836, 842-843, 836.)

Here, there is no question or dispute as to the authenticity of Plaintiff’s signature on the Arbitration Agreement because Plaintiff voluntarily signed it when starting her employment with Defendant. (MPA, 4:12-24.)

Assent to Arbitration

Generally, “one who signs an instrument which on its face is a contract is deemed to assent to all its terms...a party cannot avoid the terms of a contract on the ground that he or she failed to read it before signing.” (*Marin Storage & Trucking, Inc. v. Benco Contracting & Eng'g, Inc.* (2001) 89 Cal.App.4th 1042, 1049.)

As stated above, Plaintiff voluntarily executed the Arbitration Agreement herself when beginning her employment with Defendant. As such, the Court finds that Plaintiff assented to arbitration through her signature.

Unconscionability

Whether an arbitration agreement is unconscionable depends on circumstances. (*Abramson v. Juniper Networks, Inc.* (2004) 115 Cal.App.4th 638, 655.) Both procedural and substantive unconscionability must be present for a court to refuse to enforce an arbitration provision based on unconscionability, but the more substantively oppressive the agreement is, the less evidence is required of procedural unconscionability. (*Armendariz v. Foundation Health Psychcare Services, Inc.* (2000) 24 Cal. 4th 83, 114.)

Substantive Unconscionability

Plaintiff argues that the Arbitration Agreement is substantively unconscionable because the language is so broad in the scope of claims covered by it that it does not limit the claims. (Opposition, 4:18-27, 5:11-23.) Plaintiff also argues that the Arbitration Agreement violates the Ending Forced Arbitration of Sexual Harassment and Sexual Assault Act (“EFAA”) because it bars any claims which otherwise must be arbitrated from being joined with sexual harassment and sexual assault claims litigated in court. (*Id.* at 5:1-5.)

Defendant argues that the Arbitration Agreement is not substantively unconscionable because it is mutual between the two parties. (MPA, 6:19-27.) Defendant also argues in both the Motion and the Reply that the Arbitration Agreement is not overly broad in scope because it limits and defines which individuals and entities are covered under it, and because it does not include sexual assault claims. (Motion, pp. 6-10; Reply, pp. 3-6.)

The Court does not find that the Arbitration Agreement is unlimited and infinite in scope such that it would lead to outrageous results. It clearly defines what categories of claims are covered and not covered. The Court determines that the Arbitration Agreement is not substantively unconscionable.

Procedural Unconscionability

Plaintiff also argues that the Arbitration Agreement is procedurally unconscionable because it is a “take-it-or-leave-it” type of employment agreement contract of adhesion, which was drafted by a party of superior bargaining strength. (Opposition, pp. 2-4.)

Defendant argues that the Arbitration Agreement is not procedurally unconscionable because it provides for a neutral arbitrator or adjudicator, adequate discovery, a written award, all of the remedies otherwise available in court, and does not require the employee to pay unreasonable forum costs. (Motion, pp. 10-13.)

Based on the parties’ arguments, the Court does not find that the Arbitration Agreement rises to the level of being procedurally unconscionable, because it was voluntary, mutual, and Plaintiff had sufficient time to review it and ask questions about it prior to signing it.

Request to Stay Action

Per C.C.P. section 1281.4, where a court has ordered arbitration of a controversy for a claim involved in an action or proceeding pending before the court, the court shall stay the action upon motion of a party until the arbitration is completed.

As the Court finds that Defendant produced a signed, written, valid and enforceable Arbitration Agreement that the Court does not find to be unconscionable, the Court will grant the motion to compel and also stay the action pending the completion of arbitration.

IV. CONCLUSION

Based on the foregoing, the Court **GRANTS** Defendant's petition to compel arbitration of Plaintiff's claims and to stay proceedings pending the arbitration. Defendant shall submit a proposed order on this motion consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

4. 25CV01264, Discover Bank v. Giberson

Defendant Giberson's motion to vacate the default judgment entered May 2, 2025, is **DENIED**. The Court previously continued the hearing on Defendant's motion to allow time to file the proposed responsive pleading for the Court's consideration as is required under C.C.P. section 473(b). The Court stated that if Defendant failed to file one prior to the next hearing, the Court would deny the motion as procedurally deficient. As none was filed, the motion is denied.

5. 25CV02984, Borgnis v. Arellanes

Plaintiff James D. Borgnis' ("Plaintiff") unopposed motion to strike Defendant Gilberto Arellanes' ("Defendant") Answer to the Complaint is **GRANTED** with leave to file a proper, verified Answer within 10 days of this Court's order.

Plaintiff's Complaint is for the partition of real property located at 1817 Sherwood Court, Santa Rosa (APN 014-031-019), in which Plaintiff and Defendant each own a one-half interest. (Complaint, ¶¶ 1-3.) Though Defendant is currently represented by counsel David W. Anderson, he filed his unverified Answer to the Complaint while self-represented about one month before his counsel substituted in. (See Substitution of Attorney filed July 24, 2025.)

The unverified Answer hand-written by Defendant does not respond to each allegation in Plaintiff's Complaint. Rather than presenting ordinary affirmative defenses, the Answer instead improperly requests the Court to dismiss counsel Ron Dering as Plaintiff's counsel due to a conflict of interest. Defendant makes various claims that are not wholly intelligible but may constitute claims that are more properly brought under a separate Cross-Complaint.

Plaintiff moves to strike the unverified Answer as improper, unintelligible, unverified, and lacking general and/or specific admissions or denials to the allegations in the Complaint. (Motion, 1:21-28.) Plaintiff also argues that Defendant's unverified Answer should not improperly constitute a Cross-Complaint as it was not filed and accepted by the Clerk's Office as one and it was not served with any summons. (*Id.* at 2:1-9.) The motion is made pursuant to Code of Civil Procedure sections 436(b), 431.30(d), and 446.

For the reasons stated above, the Court does find the unverified Answer to be unintelligible and improper. The Answer fails to admit or deny all allegations in the Complaint, fails to properly assert any affirmative defense, improperly makes requests that are appropriately brought through separate noticed motions, and

potentially asserts claims that ought to be asserted in a separate Cross-Complaint. Defendant also failed to oppose the motion to offer any justification or request leave to amend the unverified Answer.

Regardless, the motion is **GRANTED** with leave to file and serve a proper, verified Answer within 10 days of this Court's order. Unless oral argument is requested, the Court shall sign the proposed order lodged with the motion.

6. SCV-269875, Varela Rodriguez v. Maners

Plaintiff Viridiana Varela Rodriguez ("Plaintiff") moves to tax costs from Defendant Austin Maners' ("Defendant") memorandum of costs ("MOC") claiming \$60,856.68. Per Code of Civil Procedure ("C.C.P.") sections 998 and 1033.5, the Court rules as follows:

1. As to the challenged \$810.00 claimed in *Item 1*, the motion is **GRANTED** only as to \$510.00.
2. As to the challenged \$12,503.25 claimed in *Item 4*, the motion is **DENIED**.
3. As to the challenged \$5,104.75 claimed in *Item 5*, the motion is **GRANTED** only as to \$1,440.00.
4. As to the challenged \$25,968.87 claimed in *Item 8*, the motion is **DENIED**.
5. As to the challenged \$9,416.74 claimed in *Item 11*, the motion is **DENIED**.

I. PROCEDURAL HISTORY

Plaintiff commenced this action for motor vehicle and general negligence regarding a traffic collision that occurred involving the parties on or about December 21, 2019. (Complaint, p. 4.) Plaintiff alleged that the collision caused serious injuries to her and damage to her vehicle. (Motion, 7:3-7.) However, after a jury trial, the jury returned a special verdict in favor of Defendant finding that, although Defendant was negligent, his negligence was not a substantial factor in causing harm to Plaintiff. (See Judgment on Special Verdict dated June 20, 2025 ["Judgment"], 2:11:-24.) The Judgment stated Defendant was the prevailing party and Plaintiff took nothing by her Complaint. (*Id.* at 3:3-7.)

The Judgment also allowed Defendant to recover costs against Plaintiff to be determined by the timely filing of a memorandum of costs. (Judgment, 3:3-7.) So, Defendant filed the MOC requesting a total of \$60,856.68 in costs for the following:

1. \$1,320.00 for filing and motion fees;
2. \$899.22 for jury fees;
3. \$17,509.25 for deposition costs;
4. \$5,179.75 for service of process;
5. \$25,968.87 for witness fees;
6. \$9,416.74 for court reporter fees as established by statute; and
7. \$562.85 for fees for electronic filing or service.

(MOC Item Nos. 1-2, 4-5, 8, 11, 14.) Plaintiff now moves to tax items five of the above costs claimed in the MOC per C.C.P. section 1033.5 arguing that the jury erred in determining that Defendant's negligence was not a substantial factor in causing harm to Plaintiff. (Motion, 7:8-13.) Defendant filed an Opposition to the motion and Plaintiff filed a Reply brief.

II. ANALYSIS

Legal Standard

Fees & Costs

C.C.P. section 1032 allows the prevailing party of an action to recover costs. C.C.P. section 1033.5(a) lists the costs that the prevailing party may claim, while section 1033.5(b) lists the costs that are not allowed.

Motion to Tax Costs

Where items in a memorandum of costs appear to be proper charges, the burden is on a party seeking to tax those costs to show that they were unreasonable or unnecessary. (*Ladas v. California State Auto. Assn.* (1993) 19 Cal.App.4th 761, 774.) If the party seeking to tax costs properly objects to the claimed costs, the burden of proof shifts to the party claiming costs to provide documentary evidence to support the costs. (*Jones v. Dumrichob* (1998) 63 Cal.App.4th 1258, 1265.) If the party claiming costs does provide such documentary evidence, the party challenging the costs must provide contradicting evidence and the trial court will determine if the disputed costs were reasonable and necessary. (*Id.* at 1265-1266.) Costs claimed that are expressly allowed by a statute must be shown to be unnecessary and unreasonable by the party seeking to tax them, while costs not expressly allowed by statute must be shown to be reasonable and necessary by the party claiming them. (*Foothill-De Anza Community College Dist. v. Emerich* (2007) 158 Cal.App.4th 11, 29.)

The Parties' Arguments

As mentioned above, Plaintiff moves to tax costs claimed in Items 1, 4, 5, 8, and 11 as unreasonable and unnecessary, or otherwise not allowable under C.C.P. section 1033.5. (Motion, 7:19-28, 8:1-4.) Defendant argues that Plaintiff's motion is meritless and an attempt to evade the statutory consequences of litigation. (Opposition, 1:20-25.)

Item 1: Filing and Motion Fees

Defendant requested \$1,320.00 for filing and motion fees, of which amount Plaintiff seeks to tax \$810.00. (Motion, 9:6-20; Reply, 6:20-21.) Plaintiff argues that Defendants agreed to bear the \$510.00 in costs of Defendant Dan Maners' fees when he was dismissed from this matter, and that the \$300.00 spent for trial continuances sought by Defendant were unnecessary. (*Ibid.*)

Defendant concedes that the \$510.00 claimed for Defendant Dan Maners' filing fee is not recoverable per the parties' stipulation but argues that the other \$300.00 challenged by Plaintiff are recoverable for trial continuances because they were necessary to accommodate witness schedules and ensure a complete and fair trial presentation. (Opposition, 3:6-12.)

Plaintiff argues that Defendant failed to carry his burden because he failed to identify which witnesses were necessary, so the Court should tax the \$300.00 claimed. (Reply, 6:6-13.)

The Court will grant the motion to tax the \$510.00 Defendant conceded are unavailable due to the parties' stipulation but will deny the motion as to the other \$300.00 for trial continuance motions. While Plaintiff argues that Defendant failed to identify which witnesses were necessary in the Opposition, the Court's record shows that Defendant stated who these witnesses were in the trial continuance motions mentioned by Defendant in the Opposition.

Item 4: Deposition Costs

In Item 4 of the MOC, Defendant claims \$17,509.25 for deposition costs, \$12,503.25 of which costs Plaintiff argues were unnecessary and duplicative for the depositions of Defendant's retained experts and certain treating doctors. (*Id.* at 9:23-28, 10:1-18.)

In support of Defendant's Opposition, Defendant attached invoices regarding Defendant's own expert deposition to the Declaration of Ilia Serpik. (Opposition, 3:14-16; Serpik Decl., ¶ 4, Exhibit A.) Defendant states that the costs are allowable under C.C.P. section 1033.5(a)(3) and were necessary because Plaintiff took the deposition of Defendant's experts doctors and these depositions were necessary for litigation and trial preparation in anticipation of Plaintiff's cross-examination. (Opposition, 3:17-22.)

The Court finds that the costs related to the depositions of Defendant's expert witnesses were both reasonable and necessary for preparing his defense for trial and to prepare for Plaintiff's cross-examination. The motion is denied as to these costs.

Item 5: Service of Process

Defendant claimed a total of \$5,104.75 in service of process costs, which Plaintiff argues were unnecessary and duplicative costs to allegedly serve certain witnesses who Defendant did not call at trial. (Motion, 10:21-28, 11:1-10.) Plaintiff requests that the Court tax these costs entirely. (*Ibid.*)

Defendant argues that these costs were necessary to prepare for trial because Plaintiff claimed millions in damages, so Defendant was required to subpoena every potential fact and medical witness to ensure their availability for trial. (Opposition, 4:26-28, 5:1-2.) They also were not duplicative as distinct services were necessary for the same witness for different dates, including records subpoenas and trial subpoenas. (*Id.* at 5:3-9.) Defendant attached copies of invoices from the registered process servers for the service costs claimed as Exhibit B to the Declaration of Serpik. (Serpik Decl., ¶ 4, Exhibit B.)

In the Reply, Plaintiff argues that Defendant was not specific enough in describing what portion of his costs were for service by public officer, registered process server, or publication. (Reply 8:7-12.) Furthermore, because Defendant did not actually call certain witnesses, Plaintiff reaffirms that the service costs were duplicative. (*Id.* at 8:17-26, 9:1-6.) Finally, seven of the process service invoices attached in support of the Opposition specifically state "Not an Invoice, Do Not Pay" because the addresses provided were out of state or out of county. (*Id.* at 8:17-26, 9:1-6; Serpik Decl., Exhibit B.)

The Court finds that the evidence submitted by Defendant was sufficient to establish that the service costs were reasonable and necessary for records subpoenas and trial subpoenas, except the seven invoices that indicated "Do Not Pay" because service was not completed due to out of county or out of state addresses. These invoices include: (1) Timothy Davis, MD service requested at Santa Monica, CA (\$161.25); (2) Daniel Laird, MD service requested at Santa Rosa, CA (\$221.00); (3) Laura McDonald, NP service requested at Santa Rosa, CA (\$221.00); (4) Kayla Tindall, MD service requested at Santa Rosa, CA (\$421.00); (5) Devin Weatherly, DC service requested at Bartonville, TX (\$251.00); (6) Christina Yebra,

FNPs service requested at Petaluma, CA (\$386.00); and (7) Zaineh Khalil, FNP service requested at San Francisco, CA (\$161.00). (Serpik Decl., Exhibit B.) In total, Defendant was not required to pay \$1,440.00 for these service requests which were not completed. As such, the Court will grant the motion as to \$1,440.00 of Defendant's claimed service of process costs.

Item 8: Witness Fees

Defendant requested \$25,968.87 for expert fees under C.C.P. section 998. (MOC, p. 5, ¶ 8(b).) Plaintiff argues that these are unallowable expert fees that are not supported by C.C.P. section 998 because Defendant's section 998 offer to Compromise of \$150,000.00 was an unreasonable "token offer" for Plaintiff's claimed damages. (Motion, pp. 11-14.)

Defendant emphasizes that the jury returned a special verdict determining that Plaintiff was entitled to recover nothing because Defendant's negligence was not a substantial factor in causing any harm to Plaintiff. (Opposition, 2:13-17.) Based on this special verdict, Defendant's offer of \$150,000.00 was reasonable and Plaintiff's rejection of the offer and claim for damages exceeding \$3 million was unreasonable. (*Ibid.*)

In the Reply, Plaintiff disagrees with the Opposition and argues that based on Plaintiff's medical costs for treatment, \$3 million was reasonable to claim in damages according to Plaintiff's expert and because they were based on Defendant's insurance policy limits. (Reply, 3:2-10.)

Per C.C.P. section 998, if a defendant makes an offer to compromise and it is not accepted by a plaintiff who later fails to obtain a more favorable judgment or award, then plaintiff shall not recover their post-offer costs and shall pay the defendant's costs from the time of the offer. (C.C.P. § 998(c)(1).) Here, Defendant made a timely offer to compromise of \$150,000.00 to Plaintiff, who did not accept the offer and later recovered nothing after trial. Thus, Defendant is statutorily entitled to costs from the time that offer was made, including expert fees as noted in the MOC. The Court will deny the motion as to these costs.

Item 11: Court Reporter Fees

Plaintiff challenges the \$9,416.74 claimed in the MOC for Defendant's court reporter fees, allowable by statute, arguing that they are unreasonable and unsupported by any documentation. (Motion, 14:10-15.)

Defendants argued that the court reporter fees are reasonable and necessary because the parties and the Court recognized real-time court reporting and expedited trial transcripts were needed to ensure accuracy, promote efficiency, and prevent unnecessary delays arguing over what was said during trial. (Opposition, 5:11-17.) Furthermore, the court reporters benefited both parties and the Court, not just Defendant unilaterally. (*Id.* at 5:18-22.)

In the Reply, Plaintiff lowered the amount sought to be taxed to \$7,737.26, which is the combined total of the court reporter fees listed as "Realtime Page Rate [no reference to Judge]," "Expedite Rate – Same Day at 110%," and "Electronic Transcript Fee" because Plaintiff claims that these were unnecessary fees. (Reply, 10:28, 11:1-4.)

The Court finds that the court reporter fees were reasonable, necessary, and allowable by statute. The motion is denied as to these costs.

III. CONCLUSION

Based on the foregoing, the Court rules as follows on Plaintiff's motion to tax costs listed in Defendant's MOC:

1. As to the challenged \$810.00 claimed in *Item 1*, the motion is **GRANTED** only as to \$510.00.
2. As to the challenged \$12,503.25 claimed in *Item 4*, the motion is **DENIED**.
3. As to the challenged \$5,104.75 claimed in *Item 5*, the motion is **GRANTED** only as to \$1,440.00
4. As to the challenged \$25,968.87 claimed in *Item 8*, the motion is **DENIED**.
5. As to the challenged \$9,416.74 claimed in *Item 11*, the motion is **DENIED**.

Plaintiff 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).