

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, May 13, 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) 521-6602**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

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

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1. 24CV06083, Kunst v. Calderon

Defendant Jacqueline Calderon (“Defendant”) requests leave of the Court to file a Cross-Complaint against Plaintiffs Douglas M. Kunst and Vincent W. Kunst (together as “Plaintiffs”) pursuant to C.C.P. sections 426.30 and 426.50. The unopposed motion is **GRANTED** pursuant to C.C.P. section 428.50(c). Defendant shall file and serve on Plaintiffs the proposed Cross-Complaint attached as Exhibit A to counsel Bravo’s Declaration within ten (10) days of service of notice of entry of the Court’s order on this motion.

I. Procedural History

On October 14, 2024, Plaintiff filed their Complaint—Unlawful Detainer against Defendant for unpaid rent for the 12 months prior to October 31, 2024, involving the property located at 521 D Street, Unit 2, Petaluma, California 94952. Defendant seeks leave to file a Cross-Complaint to claim negligence, constructive eviction, and breach of warranty of habitability for the D Street rental property.

II. Governing Law

C.C.P. section 428.10 allows a defendant against whom a cause of action has been asserted in a complaint to file a cross-complaint setting forth a cause of action against the plaintiff or other related third parties. A cross-complainant must obtain leave of court before filing a cross-complaint unless it is filed at the same time as their answer to the complaint or before the court sets a date for trial depending on who is named as cross-defendants. (C.C.P. § 428.50(a)–(c).) Leave may be granted for a permissive cross-complaint in the interest of justice at any time during the course of the action. (C.C.P. § 428.50(c).) If a defendant’s cause of action is related to the subject matter of the complaint, it is compulsory and must be raised by cross-complaint as the failure to plead it will bar the defendant from asserting that cause of action in any later lawsuit. (C.C.P. §§ 426.30, 426.50.) A defendant’s cause of action is related if it “arises out of the same transaction, occurrence, or series of transactions or occurrences as the cause of action...in [the] complaint.” (C.C.P. § 426.10(c).) California courts have generally approved a broad and liberal interpretation of sections 426.50 and 428.10 to permit a cross-complaint to allow the resolution of related disputes in a single action. (C.C.P. § 426.50; *Santa Barbara Channelkeeper v. City of San Buenaventura* (2018) 19 Cal.App.5th 1176, 1187.) Permission to file a permissive cross-complaint pursuant to C.C.P. section 428.50 is solely within the trial court’s discretion. (*Crocker Nat. Bank v. Emerald* (1990) 221 Cal.App.3d 852, 864.)

III. Analysis

Defendant argues that Plaintiffs will not be prejudiced by the filing of a Cross-Complaint because Defendant’s responses to Plaintiffs’ propounded written discovery describes the uninhabitable conditions that give rise to the claims in the proposed Cross-Complaint and the claims in the proposed Cross-Complaint arise out of the same tenancy that is the subject of Plaintiffs’ Complaint for unpaid rent. (Bravo Decl., ¶¶ 4, 8.) Defendant’s counsel states that he made an error in overlooking the filing of a Cross-Complaint at the time the Answer was filed on June 3, 2025. (Bravo Decl., ¶ 7.)

The Court finds that Defendant has sufficiently demonstrated the proposed Cross-Complaint will not prejudice Plaintiffs and is in the interests of justice. The three proposed causes of action arise out of Defendant’s tenancy at the D Street rental property and relate to the unpaid rent. The Court finds there to be no prejudice to Plaintiffs as trial has not yet been set, discovery is currently ongoing, and the proposed Cross-Complaint does not name any new parties. A Cross-Complaint would allow all disputes between the parties to be resolved in the same action, which is in the interests of justice.

IV. Conclusion

The motion is **GRANTED**. Defendant shall file and serve her proposed Cross-Complaint within ten (10) days of service of notice of entry of the Court’s order on this motion.

Defendant’s counsel 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. 25CV00413, Loan Depot.com, LLC v. Hernandez

Plaintiff LoanDepot.com, LLC (“Plaintiff”) filed the presently operative first amended complaint (“Complaint”) for unlawful detainer of the property commonly known as 3101 Hoen Avenue, Santa Rosa California (the “Property”) against defendants Ismael Barragan Hernandez (“Defendant”), as well as and Does 1-10.

This matter is on calendar for the motion by the Plaintiff for summary judgment or in the alternative adjudication pursuant to Cal. Code Civ. Proc. (“CCP”) § 437c as to the Complaint.

For the reasons set forth below, the motion for summary judgment is **DENIED**.

I. The Burdens on Summary Judgment

A. Generally

Summary judgment “shall be granted if all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” CCP § 437c(c). “A plaintiff moving for summary judgment “bears the burden of persuasion that ‘each element of’ the ‘cause of action’ in question has been ‘proved,’ and hence that ‘there is no defense’ thereto.” *Thompson v. Ioane* (2017) 11 Cal.App.5th 1180, 1195; citing *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850. Plaintiffs are *not* required to disprove a defendant’s asserted affirmative defenses as part of their initial showing. *Consumer Cause, Inc. v. SmileCare* (2001) 91 Cal.App.4th 454, 473; CCP § 473(p)(1).

A moving party does not meet its initial burden if some “reasonable inference” can be drawn from the moving party’s own evidence which creates a triable issue of material fact. *See, e.g. Conn v. National Can Corp.* (1981) 124 Cal.App.3d 630, 637; *Binder v. Aetna Life Ins. Co.* (1999) 75 Cal.App.4th 832, 840. If the moving plaintiff does not meet its initial burden, the defendant has no evidentiary burden. CCP § 437c(p)(1). Damages are an element which must be proven in a specific amount for a plaintiff to meet their burden on summary judgment. *Pajaro Valley Water Management Agency v. McGrath* (2005) 128 Cal.App.4th 1093, 1106.

If a plaintiff meets its initial burden moving for summary judgment, the burden shifts to the defendant to provide sufficient evidence to raise a triable issue of fact as to the defense asserted. CCP § 437c(p)(1). An issue of fact exists if “the evidence would allow a reasonable trier of fact to find the underlying fact in favor of the party opposing the motion in accordance with the applicable standard of proof.” *Aguilar*, 25 Cal.4th at 845.

“(T)he pleadings determine the scope of relevant issues on a summary judgment motion.” *Nieto v. Blue Shield of California Life & Health Ins. Co.* (2010) 181 Cal.App.4th 60, 74. Where the deficiency is with the complaint, and not the evidence presented, the legal effect of a motion for summary judgment is the same as that of a motion for judgment on the pleadings. *American Airlines, Inc. v. County of San Mateo* (1996) 12 Cal.4th 1110, 1117.

B. Unlawful Detainer After Foreclosure

When a party takes possession of a property under a foreclosure, they may initiate unlawful detainer proceedings in order to take physical possession of the property. CCP § 1161a (b)(2). The plaintiff must perfect title before initiating proceedings. CCP § 1161a (b)(3). Three day notice is the appropriate method of initiating unlawful detainer proceedings against a former owner after foreclosure. CCP § 1161a(b)&(d). This applies equally to subsequent purchasers for value as it does to the foreclosing entity. *Dover Mobile Estates v. Fiber Form Products, Inc.* (1990) 220 Cal.App.3d 1494, 1499. “(A) nonjudicial foreclosure sale is presumed to have been conducted regularly, and the burden of proof rests with the party attempting to rebut this presumption.” *Fontenot v. Wells Fargo Bank, N.A.* (2011) 198 Cal.App.4th 256, 270 disapproved of on other grounds by *Yvanova v. New Century Mortgage Corp.* (2016) 62 Cal.4th 919.

“Title is duly perfected when all steps have been taken to make it perfect, i.e., to convey to the purchaser that which he has purchased, valid and good beyond all reasonable doubt.” *Kessler v. Bridge* (1958) 161 Cal.App.2d Supp. 837, 841. “To establish that he is a proper plaintiff, one who has purchased property at a trustee's sale and seeks to evict the occupant in possession must show that he acquired the property at a regularly conducted sale and thereafter ‘duly perfected’ his title.” *Orcilla v. Big Sur, Inc.* (2016) 244 Cal.App.4th 982, 1010.

II. Evidentiary and Pleading Issues

Plaintiff's request to adjudicate sub-issues that do not constitute a cause of action are not properly the subject of summary adjudication absent stipulation of the parties. Plaintiff's request for summary adjudication is DENIED.

Plaintiff asks for judicial notice of several documents which it has submitted as evidence supported by a declaration. Plaintiff misapprehends the purpose of judicial notice. For judicial notice, the Court only takes those matters which are not factually subject to dispute, and for administrative records takes notice of the existence of the records, *but not the truth of the matters asserted therein*. Judicial notice is not a substitute for submitting matters as evidence. Plaintiff's request for judicial notice is DENIED, but the Court considers the requested documents as evidence.

III. Facts

Defendant and Plaintiff entered into a loan transaction secured against the Property on September 15, 2022. Plaintiff recorded the Deed of Trust subject to the loan agreement entered with Defendant. Plaintiff's Declaration ¶ 4. Plaintiff foreclosed on the property on August 31, 2024. Plaintiff's Declaration ¶ 5. At the Trustee's foreclosure sale, Plaintiff acquired title to the Property through the Trustee's deed upon sale, recorded on August 20, 2024. Plaintiff's Declaration ¶ 5. Plaintiff is the current owner of the Property. Plaintiff's Declaration ¶ 6. Plaintiff has not entered into a lease with Defendant allowing Defendant to reside at the Property. Plaintiff's Declaration ¶ 7-11. The Notice to Quit was prepared accordingly and served to Defendant and all other occupants on December 18, 2024.

Defendant in turn presents evidence that during the foreclosure process, he received no phone calls from Plaintiff in an attempt to mitigate foreclosure. He also received no certified mail.

Defendant avers that this is evidence that the strictures of the Homeowner's Bill of Rights were violated in Plaintiff's execution of the foreclosure.

IV. Analysis

Plaintiff moves for summary judgment, averring that they have ownership of the property, that Defendant is the former owner who was subject to foreclosure, and that Plaintiff has duly perfected title after a foreclosure sale.

The first issue to tackle is whether Plaintiff has shifted their burden as to the cause of action for unlawful detainer under CCP § 1161a. Said cause of action turns on Plaintiff's ability to show the elements of that statute. Plaintiff presents evidence that they acquired title to the property through foreclosure sale and that notice to quit was duly served thereafter. Plaintiff generally avers that the propriety of the foreclosure process is not properly determined within an unlawful detainer action, but for this proposition they cite to cases which significantly predate the Homeowner's Bill of Rights. *Cheney v. Trauzettel* (1937) 9 Cal.2d 158, 160; *accord, Old National Financial Services, Inc. v. Seibert* (1987) 194 Cal.App.3d 460, 465. Modern jurisprudence makes clear that Plaintiff misstates the law. The burden for Plaintiff is to establish that it has duly perfected title as a prerequisite to the action, and Defendant may challenge the sufficiency of that perfected title. *Dr. Leevil, LLC v. Westlake Health Care Center* (2018) 6 Cal.5th 474, 484. This is a limited inquiry. 'To establish that he is a proper plaintiff, one who has purchased property at a trustee's sale and seeks to evict the occupant in possession must show that he acquired the property at a regularly conducted sale and thereafter 'duly perfected' his title.'" *Orcilla v. Big Sur, Inc.* (2016) 244 Cal.App.4th 982, 1010. However, it does not permit Defendant "to litigate every possible issue related to (Plaintiff's) claim of ownership." *Dr. Leevil, LLC v. Westlake Health Care Center* (2018) 6 Cal.5th 474, 483. Plaintiff is therefore not persuasive that this is not a matter properly examined, and the Court must determine whether Plaintiff has perfected title in order to have an enforceable claim for possession of the Property.

Given the limited scope of the Court's inquiry here, the question becomes whether Defendant's argued defenses attack the perfection of title as allowed by *Orcilla v. Big Sur, Inc.* (2016) 244 Cal.App.4th 982, 1010. As to Plaintiff's initial moving burden, the elements of unlawful detainer under CCP § 1161a are appropriately supported by evidence. Plaintiff obtained the title after the Trustee's sale. They subsequently recorded the title change and served Defendant and other occupants with a notice to quit. This action followed. Plaintiff has shown evidence regarding a lack of triable issue of fact as to these issues.

However, this is not dispositive of the extent of Plaintiff's burden. Plaintiff's Complaint requests damages of \$50 per day for holdover damages. Plaintiff's motion here requests judgment, and for a plaintiff to be granted summary judgment, they must present evidence that there is no triable issue of fact as to the entire complaint, *including damages*. *Pajaro Valley Water Management Agency v. McGrath* (2005) 128 Cal.App.4th 1093, 1106. Plaintiff's deficiency in this regard is made apparent by their own failure to address damages in their motion, though the Complaint requests those damages. The motion must provide notice of the judgment requested. Since no damages are articulated with certainty, an element of Plaintiff's claims is not sufficiently proven to shift the burden.

Plaintiff's motion for summary judgment is DENIED.

If the Court reached Defendant's evidence in opposition, Defendant fails to raise triable issues of material fact as related to the cause of action. Plaintiff's own citation to *Dr. Leevil, LLC v. Westlake Health Care Center* (2018) 6 Cal.5th 474, 479-480 defeats his position. That case makes clear that only those matters which form the cause for unlawful detainer under CCP § 1161a may be raised and litigated in the unlawful detainer action. Defendant provides evidence which attacks the pre-foreclosure efforts undertaken by Plaintiff. He contends that Plaintiff failed to call him as required by Civil Code § 2923.5(a)(2), the Plaintiff failed to send the notice of default by certified mail as required by Civil Code § 2923.55(f)(3), and that the Notice of Default averred compliance with the Homeowners Bill of Rights that did not occur.

IV. Conclusion

Based on the foregoing, the motion for summary judgment is **DENIED**. Summary adjudication is **DENIED**.

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

3. 25CV03686, Capital One NA v. Prado

Plaintiff Capital One, N.A. ("Plaintiff") filed the presently operative complaint ("Complaint") against defendants Melissa S Prado ("Defendant"), as well as and Does 1-20. This matter is on calendar for the motion by Defendant under Code Civ. Proc. ("CCP") § 473 (d) to set aside the judgment.

Defendant has served the motion. However, thereafter Defendant filed a request to continue the motion on February 5, 2026. The Court then served the order granting that continuance on February 13, 2026. The hearing was continued to May 13, 2026. Since then, the Court found no proof that Defendant served Plaintiff with notice of the new hearing date. Consequently, the Court found no opposition in the file. Proof of service was due five court days prior to the hearing. Cal. Rule of Court, Rule 3.1300(c). The matter is properly dropped from calendar.

4. 25CV03958, American Express National Bank v. Savateyeva

Counsel Jerry Wang requests to be relieved as to representation of Defendant Natalya Savateyeva. Counsel has described the significant effort undertaken. The notice of the hearing was properly served and no opposition was filed. **THE MOTION IS GRANTED.**

THE COURT WILL SIGN THE PROPOSED ORDER.

5. 25CV07656, The Huntington National Bank v. Musgrove

Plaintiff The Huntington National Bank ("Plaintiff") filed the presently operative complaint ("Complaint") for unlawful detainer of the property commonly known as 970 Butler Avenue,

Santa Rosa California (the “Property”) against defendants Sean C. Musgrove (“Musgrove”), as well as and Does I-X. Elias Stavrinides (“Stavrinides”) has since intervened as an occupant of the Property and Doe defendant.

This matter is on calendar for the motion by Stavrinides (“Moving Defendant”) for a special motion to strike the entire complaint under CCP § 425.16. The Anti-SLAPP motion is **DENIED**.

I. Complaint and the Motion

The Complaint is brief, alleging a single cause of action for unlawful detainer under CCP § 1161a. Plaintiff alleges that they purchased the Property a trustee sale on February 14, 2025. Complaint ¶ 4. Thereafter, a Notice to Vacate was served on September 25, 2025. Complaint ¶ 6. Defendants have not vacated the Property.

In the Motion, Moving Defendant presents evidence that in response to the Notice to Vacate, Moving Defendant sent multiple demands that Plaintiff validate the debt at issue under 15 U.S.C. § 1692g. Moving Defendant avers that the subsequent filing of the Complaint was retaliatory.

II. Evidentiary and Procedural Issues

Moving Defendant moves to strike under CCP § 425.16 but requests the relief under several different theories inapplicable to Anti-SLAPP motions. This exceeds what is allowable. CCP § 1010. The Court limits its consideration of the merits to those matters properly addressed under CCP § 425.16, particularly the contention that Moving Defendant has undertaken protected activity as defined by the statute. Moving Defendant’s other contentions are not relevant to the statute under which he brings the motion.

Moving Defendant served the motion on January 30, 2026. Plaintiff has filed no opposition.

III. Governing Authorities

A. Anti-SLAPP Generally

CCP § 425.16(b)(1) provides that a cause of action against a person “arising from any act of that person in furtherance of the person’s right of petition or free speech under the United States Constitution or the California Constitution in connection with a public issue” shall be subject to a special motion to strike, unless the court determines that the plaintiff has established that there is a probability that the plaintiff will prevail on the claim. CCP § 425.16(e)(1) defines the foregoing phrase to include “any written or oral statement or writing made before a legislative, executive, or judicial proceeding, or any other official proceeding authorized by law.” “In making its determination, the court shall consider the pleadings, and supporting and opposing affidavits stating the facts upon which the liability or defense is based.” CCP § 425.16(b)(2).

A defendant has the initial burden to make a prima facie showing that the complaint “arises from” her exercise of free speech or petition rights. *Equilon Enterprises, LLC v. Consumer Cause, Inc.* (2002) 29 Cal.4th 53, 61; *Governor Gray Davis Committee v. American Taxpayers*

Alliance (2002) 102 Cal.App.4th 449 at 458-59. “At the first step of the analysis, the defendant must make two related showings. Comparing its statements and conduct against the statute, it must demonstrate activity qualifying for protection. (See § 425.16, subd. (e).) And comparing that protected activity against the complaint, it must also demonstrate that the activity supplies one or more elements of a plaintiff’s claims.” *Wilson v. Cable News Network, Inc.* (2019) 7 Cal.5th 871, 887. No finding of intent to chill free speech, or actual chilling of free speech, is required. *Equilon*, 29 Cal.4th 58-59. If they meet that initial burden, the burden shifts to the plaintiff to establish a “probability” that he will prevail on the claims which are based on protected activity. CCP § 425.16(b).

If the motion to strike is directed to the entire complaint, it is sufficient to determine whether any of the alleged acts constitute a cause of action, and if one exists the motion may be denied. *Baral v. Schnitt* (2016) 1 Cal.5th 376, 391. “(T)he trial court is not required to take on the burden of identifying the allegations susceptible to a special motion to strike. If a defendant wants the trial court to take a surgical approach, whether in the alternative or not, the defendant must propose where to make the incisions. This is done by identifying, in the initial motion, each numbered paragraph or sentence in the complaint that comprises a challenged claim and explaining ‘the claim’s elements, the actions alleged to establish those elements, and wh[y] those actions are protected.’” *Park v. Nazari* (2023) 93 Cal.App.5th 1099, 1109.

B. Determination of Protected Activity

Subdivision (e) sets forth the different types of activity which fall within the ambit of section 425.16. It states, in full,

As used in this section, “act in furtherance of a person’s right of petition or free speech under the United States or California Constitution in connection with a public issue” includes: (1) any written or oral statement or writing made before a legislative, executive, or judicial proceeding, or any other official proceeding authorized by law, (2) any written or oral statement or writing made in connection with an issue under consideration or review by a legislative, executive, or judicial body, or any other official proceeding authorized by law, (3) any written or oral statement or writing made in a place open to the public or a public forum in connection with an issue of public interest, or (4) any other conduct in furtherance of the exercise of the constitutional right of petition or the constitutional right of free speech in connection with a public issue or an issue of public interest.

“If the acts alleged in support of the plaintiff’s claim are of the sort protected by the anti-SLAPP statute, then anti-SLAPP protections apply.” *Wilson v. Cable News Network, Inc.* (2019) 7 Cal.5th 871, 887. The alleged wrongful conduct must itself have been protected activity, and the anti-SLAPP statute does not apply merely because the allegations refer to or in some manner tangentially touch on events that include protected activity. *Old Republic Construction v. The Boccardo Law Firm* (2014) 230 Cal.App.4th 859, 867-868. “Allegations of protected activity that merely provide context, without supporting a claim for recovery, cannot be stricken under the anti-SLAPP statute.” *Baral v. Schnitt* (2016) 1 Cal.5th 376, 394. In making its determination,

the court shall consider the pleadings, and supporting and opposing affidavits stating the facts upon which the liability or defense is based.” CCP, § 425.16 (b)(2). The supporting affidavits, and even the arguments made in opposition may be considered by the court when determining whether the allegations constitute protected activity. *Bonni v. St. Joseph Health System* (2021) 11 Cal.5th 995, 1017, fn. 5.

"Some cases have suggested that ambiguous pleading can in some instances make a suit not a SLAPP. (Citation). . . The statute instructs us to take account of [] additional allegations [presented in the evidence] in our analysis. (See § 425.16, subd. (b)(2) [courts ruling on anti-SLAPP motions “shall consider the pleadings, and supporting and opposing affidavits stating the facts upon which the liability or defense is based”].)” *Bonni v. St. Joseph Health System* (2021) 11 Cal.5th 995, 1017, fn. 5.

C. Probability of Success on the Merits

“(T)he plaintiff must demonstrate that the complaint is both legally sufficient and supported by a sufficient prima facie showing of facts to sustain a favorable judgment if the evidence submitted by the plaintiff is credited.” *Navellier v. Sletten* (2002) 29 Cal.4th 82, 88–89, internal quotations omitted. Conclusory allegations will not protect insufficient claims from anti-SLAPP remedies. *Dowling v. Zimmerman* (2001) 85 Cal.App.4th 1400, 1423. Plaintiff is charged with producing “competent and admissible evidence” to meet this burden. *Tuchscher Development Enterprises, Inc. v. San Diego Unified Port Dist.* (2003) 106 Cal.App.4th 1219, 1236. The court does not weigh credibility or comparative strength of the evidence in making this summary judgment-like determination. See, e.g. *Soukup v. Law Offices of Herbert Hafif* (2006) 39 Cal.4th 260, 291. The court must “accept as true all evidence favorable to the plaintiff and assess the defendant's evidence only to determine if it defeats the plaintiff's submission as a matter of law.” *Overstock.com, Inc. v. Gradient Analytics, Inc.* (2007) 151 Cal.App.4th 688, 699–700. But to demonstrate a probability of prevailing on the merits, the plaintiff must produce admissible evidence sufficient to overcome any privilege or defense that the defendant has asserted to the claim. See, e.g. *Flatley v. Mauro* (2006) 39 Cal.4th 299, 323 (Civil Code section 47(b) litigation privilege is a substantive defense the plaintiff must overcome to demonstrate probability of prevailing).

1. Unlawful Detainer After Foreclosure Sale

“Where the trustor holds over after the trustee's sale, an unlawful detainer action must be brought to evict the trustor (§ 1161a, subd. (b)(3)). The purchaser must show that he/she acquired the property at a regularly conducted sale in accordance with Civil Code section 2924...” *Lyons v. Santa Barbara County Sheriff's Office* (2014) 231 Cal.App.4th 1499, 1505. The purchaser must also show that title was duly perfected before issuance of the Notice to Quit to the holdover tenant. *Dr. Leevil, LLC v. Westlake Health Care Center* (2018) 6 Cal.5th 474, 484. “Title is duly perfected when all steps have been taken to make it perfect, i.e., to convey to the purchaser that which he has purchased, valid and good beyond all reasonable doubt.” *Kessler v. Bridge* (1958) 161 Cal.App.2d Supp. 837, 841. “To establish that he is a proper plaintiff, one who has purchased property at a trustee's sale and seeks to evict the occupant in possession must show

that he acquired the property at a regularly conducted sale and thereafter ‘duly perfected’ his title.” *Orcilla v. Big Sur, Inc.* (2016) 244 Cal.App.4th 982, 1010.

2. Litigation Privilege

The litigation privilege of Civil Code section 47(b), bars a civil action for damages for communications made “[i]n any (1) legislative proceeding, (2) judicial proceeding, (3) in any other official proceeding authorized by law, or (4) in the initiation or course of any other proceeding authorized by law and reviewable pursuant to [statutes governing writs of mandate].”

IV. Analysis

A. Request for Automatic Stay

Moving Defendant cites to *Mattel Incorporated v. Luce, Forward, Hamilton & Scripps*, 99 Cal.App.4th 1179, 1800-1808, for the proposition that the filing of an Anti-SLAPP motion automatically stays trial court proceedings. (Motion at 3:18-22). First, this citation is troubling as the pages referenced by Moving Defendant simply do not exist. Second, *Mattel* is distinguishable in this instance because that case dealt with a malicious prosecution claim and not one for unlawful detainer. Finally, Moving Defendant fails to provide any evidence or legal arguments as to why the stay conditions created by the California Legislature under CCP§1176f or a summary proceeding like the unlawful detainer should be ignored in this instance. Consequently, Moving Defendant’s request for any automatic stay is DENIED.

B. Moving Defendant Does not Show That the Case Arises from Protected Activity

Moving Defendant argues that the case was brought as retaliation for his assertion of his rights under 15 U.S.C. §1692g demanding that Plaintiff validate the debts sought to be collected. Moving Defendant contends that because he was acting under the ambit of rights as a consumer pursuant to federal statute, that his conduct was protected, and that therefore the entire Complaint must be struck.

Moving Defendant fails to carry his burden at the first step. Moving Defendant makes no reference to the allegations within the Complaint in making his arguments. More importantly, Moving Defendant is not even named in the UD Complaint. Moving Defendant is not just required to show that his conduct was protected activity as defined by the Anti-SLAPP statute, he must also show that protected activity supplied “one or more elements of a plaintiff’s claims”. *Wilson v. Cable News Network, Inc.* (2019) 7 Cal.5th 871, 887. There is no apparent connection between Moving Defendant’s prelawsuit communication, and the elements of Plaintiff’s claims.

The Anti-SLAPP motion is therefore DENIED.

C. Probability of Prevailing

The Court does not reach the second step of the inquiry. The Complaint does not rest on protected conduct, and as such there is no basis to reach the analysis as to whether Plaintiff has a probability of prevailing.

V. Conclusion

Based on the foregoing, the Anti-SLAPP Motion is **DENIED**.

Defendant 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).

6. **26CV00564, Dionne v. City of Santa Rosa**

Petitioners Rick Dionne and Jennifer Dionne (“Petitioners”) filed the instant petition against respondents City of Santa Rosa (“Respondent” or “City”) and Does 1-50 for relief from untimely government claim under Gov. Code § 946.6.

This matter is on calendar to address the substantive relief of the Petition.

I. Underlying Facts

The Petition seeks relief from the July 22, 2025, denial of an untimely claim issued by the Respondent in response to Petitioner’s request to present a late claim. Petitioners filed the Petition on January 12, 2026. The claim attached to the Petition was presented to Respondent on April 11, 2025, raising a claim for injury or damage resulting from a flooding incident that occurred on February 4, 2025. Petitioner’s Declaration of Erin Carlstrom in Support (“Carlstrom Dec.”), Ex. 1. Petitioners’ describe the incident, in part as “Rain incident contributing to saturation of hillside, slumping and sloping of property, home foundation and alteration of floor elevations due to City approved non-installation of a rip rap v-ditch for drainage beyond the rear of the property.” *Ibid*. Respondent issued a rejection of late claim on May 13, 2025.

In Opposition, Respondent provides evidence showing that Petitioners have submitted multiple similar claims in prior years. On March 22, 2021, Petitioners submitted a claim averring that the Respondent failed to properly inspect and deny approval of the development plans, resulting in “improper tun-off [sic] onto (Petitioners’) property”, resulting in “(s)lumping and sloping of (Petitioners’) home, foundation, and property with cracks, cracking, and altered floor elevations.” Declaration of Kelly Leonhardt in Opposition (“Oppo. Dec.”), Ex A (“2021 Claim”). Respondent served a rejection letter on May 5, 2021. *Id.* at Ex. B. On March 25, 2024, Petitioners again filed a claim form with Respondent. Oppo. Dec., Ex. C (“2024 Claim”). Therein, they averred that the City failed to adequately inspect by signing off the drainage ditch “AS BUILT”. They averred that the missing v-ditch “created adverse water at the toe of the slope, causing saturation of our hillside, slumping and sloping of our property, home foundation and alteration of our floor elevations.” *Ibid*. Respondent rejected the claim as untimely and duplicative on May 8, 2024. Attached to the 2024 Claim, Petitioners had attached a copy of a geotechnical survey that was performed at their request in November of 2019. The survey

describes the water issues, the fact that the plans reflected drainage features which were not present upon inspection, and resulting “noticeably tilting floors in the residence”.

II. Legal Standards

A. Government Claims Act

All claims for money or damages against a public entity must be presented in accordance with the provisions of the Government Code, unless it is subject to a specific exception. Gov. Code, § 905. These requirements are part of the “Government Claims Act” (the “Act”). See Gov. Code § 810, *et seq.* “The (Act) sets forth the general rule of immunity for public entities, abolishing all common law or judicially declared forms of liability for public entities, except for such liability as may be required by the state or federal constitution, or if a statute ... is found declaring them to be liable.” *West Contra Costa Unified School District v. Superior Court of Contra Costa County* (2024) 103 Cal.App.5th 1243, 1254 (internal quotations omitted).

It is a requirement when filing an action for money damages against a public entity to present a claim to that entity prior to the filing of a legal action. Gov. Code, § 905. Claims submitted must include the date, place, and circumstances of the occurrence, a general description of the injury damage or loss, and the names of public employees causing the injury damage or loss. Gov. Code, § 910. “(F)ailure to file a claim is fatal to the cause of action.” *City of San Jose v. Superior Court* (1974) 12 Cal.3d 447, 454. Even actual knowledge of the alleged injuries on the part of the governmental entity is inadequate to cure the failure of a plaintiff to file a claim. *Johnson v. City of Oakland* (1961) 188 Cal.App.2d 181, 184.

The Government Code requires that “[a] claim relating to a cause of action for death or for injury to person or to personal property...shall be presented as provided in Article 2 (commencing with Section 915) not later than six months after the accrual of the cause of action.” Gov. Code §911.2(a). Claimants who fail to file a claim within the six-month period have one (1) year from the accrual of the cause of action to request leave to submit an untimely claim. Gov. Code § 911.4. “[T]he claims presentation requirement applies to all forms of monetary demands, regardless of the theory of the action.” *Sparks v. Kern County Board of Supervisors* (2009) 173 Cal.App.4th 794, 798. “The claim presentation requirement serves several purposes: (1) it gives the public entity prompt notice of a claim so it can investigate the strengths and weaknesses of the claim while the evidence is still fresh and the witnesses are available; (2) it affords opportunity for amicable adjustment, thereby avoiding expenditure of public funds in needless litigation; and (3) it informs the public entity of potential liability so it can better prepare for the upcoming fiscal year.” *Munoz v. State of California* (1995) 33 Cal.App.4th 1767, 1776-1779; see also, *Sparks v. Kern County Board of Supervisors* (2009) 173 Cal.App.4th 794, 798.

The “accrual date” is “the date upon which the cause of action would be deemed to have accrued within the meaning of the statute of limitations which would be applicable” if the action were between private litigants and it marks the starting point for calculating the claims presentation period. Gov. Code §901; see also, *Rubenstein v. Doe No. 1* (2017) 3 Cal.5th 903; *Mosesian v. County of Fresno* (1972) 28 Cal.App.3d 493, 500. This statutory time limit is mandatory and is an essential element of a cause of action against a public entity. See, *Wood v. Riverside General*

Hospital (1994) 25 Cal.App.4th 1113, 1119; see also, *Briggs v. Lawrence* (1991) 230 Cal.App.3d 605, 613. “Timely claim presentation is not merely a procedural requirement,” but is a condition precedent to the claimant’s ability to maintain an action against the public entity. *Shirk v. Vista Unified Sch. Dist.* (2007) 42 Cal.4th 201, 209. Thus, timely presentation is “an element of the plaintiff’s cause of action.” *Ibid.* “Only after the public entity’s board has acted upon or is deemed to have rejected the claim may the injured person bring a lawsuit alleging a cause of action in tort against the public entity.” *Ibid.* The failure to bring a timely claim bars the plaintiff from bringing suit against that entity. Gov. Code §945.4; see also, *State of California v. Superior Court* (2004) 32 Cal.4th 1234, 1237. “The claimant bears the burden of ensuring that the claim is presented to the appropriate public entity.” *DiCampli-Mintz v. County of Santa Clara* (2012) 55 Cal.4th 983, 991.

Claims must be granted or denied within 45 days of submission, or thereafter they are rejected by operation of law. Gov. Code, § 911.6. A plaintiff may request to be relieved from their failure to file a timely claim by filing a petition with the court within 6 months after the claim was denied or deemed denied under Gov. Code § 911.6. Gov. Code § 946.6(b)(3). Even with a timely claim, a plaintiff is obligated to bring their action within 6 months of the denial of their claim so long as the written notice under Gov. Code § 913 has been given. Gov. Code § 945.6(a)(1).

“The showing required of a petitioner seeking relief under the authority of Government Code, section 946.6 on the grounds of mistake, inadvertence, surprise or excusable neglect is the same as required under section 473 of the Code of Civil Procedure for relieving a party from a default judgment.” *Flores v. Board of Supervisors* (1970) 13 Cal.App.3d 480, 483. “(W)hen a petitioner seeks relief under section 946.6 based on mistake or excusable neglect, the court must focus on the circumstances confronting the petitioner...” *N.G. v. County of San Diego* (2020) 59 Cal.App.5th 63, 77. “‘Excusable neglect’ is defined as the act or omission that might be expected of a prudent person under similar circumstances. (*Citation.*) It is not shown by the mere failure to discover a fact until it is too late; the party seeking relief must establish that *in the exercise of reasonable diligence*, he failed to discover it.” *People ex rel. Dept. of Transportation v. Superior Court* (2003) 105 Cal.App.4th 39, 44.

“A trial court has broad discretion in ruling on a petition for relief from the claim-filing requirement as long as the issue is whether the late claim was presented within a ‘reasonable time’ not to exceed one year after the accrual of the cause of action.” *County of Los Angeles v. Superior Court (Crystal B., Steven G., Anita G.)* (2001) 91 Cal.App.4th 1303, 1313. As a result, “the date of accrual can be a necessary subsidiary finding in deciding whether a party qualifies for relief, even if section 946.6 does not authorize the court to grant relief on the basis that a claim was in fact timely.” *DeVore v. Department of California Highway Patrol* (2013) 221 Cal.App.4th 454, 460. The time to file this motion is subject to extensions on the same principles which might delay accrual of a statute of limitations. *Osborne v. County of Los Angeles* (1979) 91 Cal.App.3d 366, 370 (discovery rule applies); *J. H. McKnight Ranch, Inc. v. Franchise Tax Bd.* (2003) 110 Cal.App.4th 978, 991 (applying equitable estoppel.)

“As it is a remedial statute, a trial or appellate court must resolve any doubts in favor of the petition (*Citation*), but the preference for a trial on the merits does not warrant relief if based on a perfunctory recital of diligence in support of excusable neglect...” *DeVore v. Department of*

California Highway Patrol (2013) 221 Cal.App.4th 454, 459. “The public entity has no burden of establishing prejudice arising from the failure to file a timely claim until after the party seeking relief has made a prima facie showing of entitlement to relief.” *Department of Water & Power v. Superior Court* (2000) 82 Cal.App.4th 1288, 1297.

Failure to file a suit after filing a claim is also preclusive. *Dominguez v. City of Alhambra* (1981) 118 Cal.App.3d 237, 244. “The curative provision for those who file late claims has an obvious rationale that does not apply to those who file claims and then fail to file complaints within the prescribed period. A late claim suggests late discovery of the proper means of seeking redress. But once a claimant has filed his claim, he demonstrates familiarity with the statutory procedures governing his grievance, and can reasonably be charged with knowledge of the time limitations that are part of that procedure.” *Hunter v. Los Angeles County* (1968) 262 Cal.App.2d 820, 822.

B. Accrual of Actions

“Generally speaking, a cause of action accrues at ‘the time when the cause of action is complete with all of its elements.’ (Citation.) An important exception to the general rule of accrual is the “discovery rule,” which postpones accrual of a cause of action until the plaintiff discovers, or has reason to discover, the cause of action.” *Fox v. Ethicon Endo-Surgery, Inc.* (2005) 35 Cal.4th 797, 806–807 (internal citations omitted). “However, the uniform California rule is that a limitations period dependent on discovery of the cause of action begins to run no later than the time the plaintiff learns, or should have learned, the facts essential to his claim. (Citations.) It is irrelevant that the plaintiff is ignorant of his legal remedy or the legal theories underlying his cause of action. Thus, if one has suffered appreciable harm and knows or suspects that professional blundering is its cause, the fact that an attorney has not yet advised him does not postpone commencement of the limitations period. (Citations.)” *Gutierrez v. Mofid* (1985) 39 Cal.3d 892, 897–898; see also *Norgart v. Upjohn Co.* (1999) 21 Cal.4th 383, 398, fn. 2 (quoting text).

Where a series of wrongs or injuries may be viewed as each triggering its own limitations period, a suit for relief may be partially time barred as to older events, but timely as to events within the statute of limitations, per the principle of continuing accrual. *Aryeh v. Canon Business Solutions, Inc.* (2013) 55 Cal.4th 1185, 1192. When a nuisance is of such a character that it will continue indefinitely, it is considered permanent, and the statute of limitations on such a claim runs from the time the nuisance is created, but where the nuisance is capable of being abated at any time, it is continuing and therefore has no statute of limitations. *Kahn v. Price* (2021) 69 Cal.App.5th 223, 236; see also *Cutujian v. Benedict Hills Estates Assn.* (1996) 41 Cal.App.4th 1379, 1389; *Lyles v. State of California* (2007) 153 Cal.App.4th 281, 286. The statute of limitations for a permanent nuisance is three years. Civil Code § 338. “‘(A)batable’ means that the nuisance can be remedied at a reasonable cost by reasonable means.” *Mangini v. Aerojet-General Corp.* (1996) 12 Cal.4th 1087, 1103.

III. Analysis

Petitioner makes several arguments (most of which are only of substance on reply), and the Court targets the decision to the necessary elements. While the Petition avers that there are

multiple bases for relief under Gov. Code § 946.6, the relief appears narrower than represented. Relief is mandatory so long as Petitioner makes a showing that they have complied with the procedural requirements, and the case meets the enumerated reasons excusing late claims. Gov. Code 946.6(c).

A. Mistake, Inadvertence, or Excusable Neglect

First, Petitioners fail to display a reason to apply any of the factors under Gov. Code § 946.6(c). However, of the enumerated reasons, only § 946.6(c)(1) *might* apply due to Petitioner's averment of supporting facts on reply, and vague reference to this part of the statute in the Petition without any factual basis attached. No support for other subdivisions of Gov. Code § 946.36(c) is mentioned nor will any now be accepted. The Court first examines the scope of the Petition. The Petition particularly asks for relief of the claim presented on April 11, 2025. Given that the Petition contains no mention of prior claims, any averred relief thereon would be outside the scope of the Petition.

Nothing presented by Petitioners represents timely evidence of mistake, inadvertence, or excusable neglect as related to the 2025 Claim. Petitioners were clearly aware of the elements (as analyzed further below) at the time that they filed the 2021 Claim. Moreover, there is no *actual* evidence of Petitioners' error presented with the Petition. The Petition is accompanied by the declaration of counsel, and no declaration from Petitioners. The Carlstrom Dec. presents *no mistake, inadvertence or excusable neglect*. In fact, it asserts the contrary, averring that Petitioners do not believe that the claim is untimely at all. No error of Petitioners is contained in either the Declaration of Counsel, or the Petition. However, the declaration of counsel is not competent evidence of the error of Petitioners, nor does any of the matters asserted therein actually contend that Petitioners were in error. Mistake, inadvertence, or excusable neglect are a required element for mandatory relief. Petitioners have known about the water accrual for over five years, filed two claims with Respondent that they failed to act on, only then to file the 2025 Claim. There is nothing resembling diligence based on the facts before the Court. The Petition contains no basis for relief under Gov. Code § 946.6 (c)(1).

Petitioners' pivot on reply raising arguments for the first time, unmentioned in the Petition, is not well taken for several reasons. First, Petitioners will likely raise that they are forced to address the 2021 and 2024 Claims on reply because Respondent filed them in opposition. It seems apparent that Petitioners intentionally withheld evidence deleterious to their case, and have likely waived the opportunity to address it. Second, even overlooking this, the Court also notes that while Petitioners aver several arguments in relation to the 2021 and 2024 Claims, they have submitted no evidence on reply, instead averring that the Court should interpret these matters as misleading without any actual evidence that they were in any way misled. The contention therefore fails on this basis as well.

Third, while Petitioners argue equitable estoppel on Reply, nothing within the evidence or the pleading places that issue before the Court. It is bare and unsupported argument. Even if Petitioners' could show the averred direction to other departments, this cannot form the basis for Petitioners' excusable neglect for multiple reasons. Petitioners simply make these assertions without support. The rejection letters are unambiguous evidence that Petitioners had to exercise

diligence in pursuing their claims. Petitioner's failure to file suit for nearly five years is obviously preclusive to a statute which requires Petitioners to act no more than one year from accrual. The 2021 rejection letter is not misleading, and states without ambiguity that Respondent "rejected" Petitioners' claim, and that they had only six months thereafter to file a court action. This bears no resemblance to Petitioners' cited case of *Santos v. Los Angeles Unified School Dist.* (2017) 17 Cal.App.5th 1065, 1076 (Where instead of rejecting claim, defendant sent letter affirmatively misleading plaintiff into filing against third party, defendant was estopped from demurring for lack of claim when added to the case).

Petitioner's averment of excusable neglect due to "confusion" equally fails to be expressed in any factual manner. The Petition describes no confusion. The reply avers confusion only in conclusory, argumentative terms, unsupported by any evidence. The rejection letters make clear that to the extent Petitioners were "confused", any misconception was unreasonable. Unreasonable mistakes are not a basis for relief under Gov. Code § 946.6. *DeYoung v. Del Mar Thoroughbred Club* (1984) 159 Cal.App.3d 858, 864. What is before the Court unambiguously shows that Petitioners time "reasonably" started several times, and they failed to file the Petition timely. The 2021 Rejection Letter and the 2024 Rejection letter are both unambiguous. There is no evidence of reasonable misconception, only evidence that any misconception was unreasonable.

Petitioner's failure to meet the statutory requirements means that Respondent has no burden to establish prejudice thereon. *Department of Water & Power v. Superior Court* (2000) 82 Cal.App.4th 1288, 1297.

B. Accrual of Actions

Second, the claims are almost certainly precluded because Petitioners' arguments regarding accrual are generally unpersuasive or inaccurate. Petitioner's averment that the Petition is timely even if the Court finds that it accrued in 2019 ignores significant statutory language. The statute clearly requires that the claim be filed within one year of accrual of the cause of action. Gov. Code § 946.6(c); 911.4(b); *County of Los Angeles v. Superior Court (Crystal B., Steven G., Anita G.)* (2001) 91 Cal.App.4th 1303, 1313. As a result, the Court can and here should make a determination regarding accrual. See *DeVore v. Department of California Highway Patrol* (2013) 221 Cal.App.4th 454, 460. Failure to present the claim to the within that year is *jurisdictional*. *Munoz v. State of California* (1995) 33 Cal.App.4th 1767, 1779. If the claim has accrued, the instant Petition *must* be denied. Petitioners' 2021 Claim concedes knowledge of each element required to accrue the action in 2021.

Petitioners' position is a significant misstatement of the method by which California jurisprudence interprets the accrual of claims. California's accrual of claims turns around its theory of pleading, requiring claims to be pled by the underlying "primary right". Accordingly, claims accrue when a claim is complete with all its elements, namely wrongdoing, causation, and harm. *Norgart v. Upjohn Co.* (1999) 21 Cal.4th 383, 397. Petitioners aver that their cause of action was not complete because they continue to suffer harm as a result of the water runoff. This is facially insufficient to state that the cause of action had not accrued. It is nearly impossible to

determine the basis of Petitioners' argument, as they fail to cite a single case in support of their Petition.

Petitioners' arguments on reply appear at least partially disingenuous. Petitioners aver that they had no appreciation for the damage caused by the water runoff until their filing of the 2025 Claim. This strains any semblance of reasonable belief. Petitioners' make these representations to the Court *after* they are aware that the Court has received the 2021 Claim and the 2024 Claim. The 2024 Claim's inclusion of the survey from 2019 further subverts any averment of ignorance. Nothing about Petitioners' contentions regarding being "unaware" of their damages is credible as a result. All that is required for the claim to accrue is "appreciable harm". *Norgart v. Upjohn Co.* (1999) 21 Cal.4th 383, 398, fn. 2. Petitioner's 2021 Claim avers the *exact* harm described in the 2025 Claim. Petitioners' argument that their harm continued to accrue does not itself state an exception to normal rules of accrual. *Bookout v. State of California ex rel. Dept. of Transportation* (2010) 186 Cal.App.4th 1478, 1485 (repeated flooding does not constitute new harm). Clearly, based on the 2021 Claim, appreciable harm was apparent in 2021. Assuming the general rules of accrual apply, the action accrued no later than 2021. This fails to be within the time required under Gov. Code § 911.4. The rejection of Petitioners' 2024 Claim as untimely serves to otherwise give notice that they were required to petition this court, as the claim was denied as untimely. They failed to do so within the six months applicable under Gov. Code 946.6(b)(3). Petitioners' claim is untimely absent something which differs from the normal rules of accrual.

C. Other Relief

Petitioners request that the Court determine that the claim *is* timely under Gov. Code § 911.2. Setting aside the issues described above, that clearly is outside the scope of what is allowable for petitions under § 946.6. Essentially, Petitioners ask that the Court pre-determine the viability of a fact-based defense rather than allowing such issues to be determined by a trier of fact. The Court will not grant relief which both exceeds the Petition, and is outside what is allowable under the statute. This is a matter properly tendered to a finder of fact if *Petitioner* makes the required showing for relief. The limit of the Petition is whether Petitioners may file their claim despite Respondent's position that it is untimely.

D. Supplemental Briefing

The Court nonetheless may determine whether Petitioner may present a claim (though finding that a claim is *late* is precluded for the reasons above). As addressed above, the Petition fails based on regular theories of claim accrual, which equally apply to Government Claims Act actions. While both parties touch briefly on the issue sufficient that it appears raised, neither party adequately addresses issues of continuing accrual. The only determination of law which would appear to revive Petitioners' request is that the concern at issue is one of continuing nuisance, as opposed to a permanent nuisance. Even if this were the case, Petitioners would only be capable of recovering for damages which occurred during the statute of limitations, and not for any damages which occurred before that point.

In an abundance of caution, the parties are required to present supplemental briefing not to exceed seven pages in length, on the following questions:

1. Is the failure to build adequate drainage decades ago a continuous or permanent nuisance?
2. Are such issues impacted in any significant way by the Government Claims Act?
3. Does Petitioners' failure to timely act on previous claims affect their ability to pursue a continuous nuisance claim?

The parties will simultaneously brief the issue. Briefs by both parties are to be served and filed by July 2, 2026.

The Court continues the matter to August 5, 2026, at 3:00 pm in Department 19.

IV. Conclusion

The matter is continued. The Court's minutes will serve as the order thereon.

7-8. SCV-272909, Manzo Cortes v. Boyrie Enterprises, Inc.

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

I. The Complaint

The presently operative First Amended Complaint ("Complaint") alleges that Defendants failed to comply with California Labor Code ("LC") provisions during the course of Plaintiff's employment with Defendants, and alleges on information and belief that these policies were also enforced on other employees.

The First Amended Complaint contains causes of action for: (1) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (2) Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7; (3) Failure to Reimburse Expenses Pursuant to Labor Code § 2802; (4) Violation of Labor Code § 226(a); (5) Penalties Pursuant to Labor Code § 203; (6) Failure to Provide Employment Records Pursuant to Labor Code §§ 226 and 1198.5; (7) Unfair Business Practices, in Violation of Business and Professions Code Sections 17200, et seq.; and (8) Penalties Pursuant to Labor Code §2699, et seq., for PAGA civil penalties on a representative basis for themselves and other employees.

II. The Settlement

According to the Motion, Plaintiff asserted multiple causes of action for various Labor Code and Business and Professions Code violations centered around Labor Code violations. Defendant contends that Plaintiff is unlikely to obtain class certification and the claims presented were based on individualized damages not easily proven in representative claims. *See generally* Szamet Decl. ¶¶ 50-127.

The Szamet Declaration establishes that Plaintiff's counsel engaged in limited exchange of information and investigation. Szamet Decl. ¶¶ 10-12. On October 17, 2024, the parties mediated the matter before Russ Wunderli, a mediator with extensive wage and hour class action experience. Szamet Decl. ¶ 8. Prior to the mediation, Defendant had provided "Plaintiff's personnel file, as well as sample time and pay record, as well as Defendant's recent financial statements". Szamet Decl. ¶¶ 10. The class is defined in the Settlement Agreement and Release of Class Action [attached to Szamet Decl., Exhibit 1, hereinafter "Settlement Agreement"] as all persons who worked one or more pay periods employed by Defendants in California as a non-exempt employee during the Class Period from March 23, 2019, through December 31, 2024. Settlement Agreement §§ 1.5, 1.12. Aggrieved Employees under PAGA are defined as all persons who worked one or more pay periods employed by Defendants in California as a non-exempt employee between March 23, 2022, through December 31, 2024. Settlement Agreement §§ 1.4 and 1.31.

Plaintiff undertook an expert analysis of the data provided by Defendants. Szamet Decl. ¶ 103. Based on that data, Plaintiff's counsel was able to undertake a thorough analysis of potential damages for the claims alleged in the FAC, including the number of instances and the corresponding monetary claim for each late or missed meal break, each missed rest break, and each resulting wage statement violation. Plaintiff's counsel was able to then extrapolate that information to the entire class. Plaintiff estimates that the maximum amount of potential damages across the class for the alleged underlying violations equals \$5,531,677.00 (\$1,260,293.00 in missed meal period premium wages, \$1,260,293.00 in missed rest break premium wages, \$84,355.00 in unreimbursed expenses, \$713,600.00 for wage statement penalties, and \$2,213,136.00 for waiting time penalties) with \$651,400.00 for civil penalties under PAGA. Szamet Decl. ¶¶ 103-121. The estimated maximum damage per class member for the core class claims is therefore \$10,678.90 per class member (\$ 5,531,677.00 / 518 class members). Maximum recovery of PAGA penalties are \$1,507.87 per aggrieved employee ($[\$162,850/108] \times .25$), with the other \$488,550 going to the LWDA. At the mediation, the parties came to an agreement based on the assistance of the mediator. Szamet Decl. ¶ 102.

Pursuant to the Settlement Agreement, Defendants will pay \$200,000 as the Gross Settlement Fund. Settlement Agreement § 1.22. From that amount, the following will be deducted: 1) attorneys' fees of \$66,666.67 (which is 1/3 of the Gross Settlement Fund) and up to \$18,000 of costs and expenses; 2) an incentive award to the Plaintiff of \$5,000; 3) settlement administration costs, not to exceed \$10,000; and 4) \$10,000 in penalties under PAGA, 75% of which is paid to the California Labor and Workforce Development Agency (\$2,500 of which is payable to the Aggrieved Employees). See Settlement Agreement §§ 3.2, *et seq.* If these sums are all approved by the Court, this results in a Net Settlement Fund of \$90,333.33 to be distributed to the members of the class. The Net Settlement Fund will be distributed pro rata to the members of the class who do not opt out, based on the number of workweeks worked by such individual as compared to the total number of aggregate number of workweeks by all such individuals during

the Class Period. Settlement Agreement § 3.2.4. This results in an average Class settlement payment of approximately \$174.39 (\$90,333.33 / 518). This also leaves a PAGA settlement for distribution of \$2,500. Defendant will pay its share of payroll taxes for settlement funds classified as wages separate from the Gross Settlement Fund. Settlement Agreement §§ 3.2.4.1, 4.3. The settlement is non-reversionary. Settlement Agreement § 3.1. For tax purposes, 20% is allocated to unpaid wages, and 80% is allocated to interest and penalties classified as miscellaneous income. Settlement Agreement § 3.2.4.1. Net settlement payments will be automatically sent to members of the class unless they opt out. See generally, Settlement Agreement §§ 4.4.1, 7.5.3.

The Settlement Agreement and proposed notice to the Class (the “Proposed Notice”) (Settlement Agreement, Ex. A) also set forth the procedure and timeline for providing notice to the class members (which will be sent by the administrator via first class mail), which includes a detailed explanation of the claims and defenses, terms of the settlement, opt out and objection procedures, an estimate of the individual class member’s settlement payment and a description of how it was calculated, and that all participating members of the class will be paid without the need to submit a claim. The Class Members who do not opt-out of the settlement releases Defendant from “(i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including (1) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512; (2) failure to provide rest breaks pursuant to Labor Code section 226.7; (3) failure to reimburse expenses pursuant to Labor Code section 2802; (4) failure to issue accurate itemized wage statements pursuant to Labor Code section 226(a); (5) penalties under Labor Code section 203; (6) failure to provide employment records pursuant to Labor Code section 226 and 1198.5; and (7) violation of Business & Professions Code section 17200.” Settlement Agreement § 5.2.

Additionally, Plaintiff agrees to release “all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, Plaintiff’s PAGA Notice dated March 23, 2023, and ascertained in the course of the Action, including, violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 512, and 2802.” Settlement Agreement § 5.3.

III. Preliminary Approval and Class Notices

At preliminary approval, the Court continued the matter for clarification of issues not addressed by the initial motion. The Supplemental Declaration of Kelsey Szamet provided some of the requested information. This provided the Court with some of the required information related to the negotiation and settlement of the parties.

Plaintiff performed a random sampling of more than 20,000 pages of timecards and paystubs in coming to an “adjusted maximum exposure” for class claims of \$1,491,930.80. On careful review, this appears to be more of a “probable damages” assessment than one of actual maximum damages. However, there is also evidence Defendant has significant financial difficulties that implicate the possibility that any higher judgment might render them insolvent, such that a judgment would not produce recovery for the class. These facts placed the matter sufficiently in the realm of reasonableness that the Court gave preliminary approval. Notices were sent by the class administrator. After distribution of the class notices and remaining, 42 of

the notices were undeliverable. Mitzner Declaration (“Administrator Declaration”), ¶ 10. One class member opted out of the settlement. Administrator Declaration, ¶ 11. No objections were received by the class administrator.

IV. Final Approval

After preliminary approval, the Court determines whether a class action settlement is fair, adequate and reasonable in a final hearing, often referred to as a “fairness hearing.” Cal. R. Ct. 3.769(g); *see also Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The purpose of this requirement is “the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties” and to “prevent fraud, collusion or unfairness to the class...” *Dunk*, 48 Cal.App.4th at 1800-01, citing *Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79; *see also Marcarelli v. Cabell* (1976) 58 Cal.App.3d 51, 55.

“The trial court has broad discretion to determine whether a class action settlement is fair and reasonable.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52. “Due regard should be given to what is otherwise a private consensual agreement between the parties” and “the court’s inquiry must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Dunk*, 48 Cal.App.4th at 1801 (internal citations omitted). “When the following facts are established in the record, a class action settlement is presumed to be fair: ‘(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.’” *Chavez*, 162 Cal.App.4th at 52 *quoting Dunk*, 48 Cal.App.4th at 1802.

There are 517 class members, one of which has opted out. See Administrator Declaration, ¶ 5, 10. There were 108 Aggrieved Employees. *Id.* at ¶ 8. Workweeks came to a total of 33,742, which was a change insufficient to trigger the escalator clause. *Id.* at ¶ 16. Forty-two notices were returned or unserved, no objections were received, and one request for exclusion was received.

There are 516 eligible class members. Based on a calculation that assumes that the requested attorneys’ fees, costs, and incentive fee awards are approved (*i.e.* a \$90,333.33 net settlement fund) the highest individual settlement payment to be paid is approximately \$813.26 and an average of approximately \$175.06. Administrator Declaration, ¶ 18. PAGA payments will average \$23.15 per claimant (\$2,500/108 Aggrieved Employees). Total maximum possible damages is averred to be \$6,183,077. Szamet Decl. for Final Approval, ¶ 106. There is no new evidence of probable recovery.

There is one adjustment to the initial figures presented in the Preliminary Approval, each of which appear to increase the amount available for the settlement fund. Counsel’s litigation expenses did not reach the \$18,000 amount estimated, instead coming to \$14,482.26, adding \$3,517.74 to the settlement fund.

In examining the total settlement amount, and whether it is reasonable, the Court notes that there were no objectors and only one request for exclusion, making up a mere fifth of a percent of the class. While the Court considers that around eight percent (8%) of class members received no notice at all, this doesn't weigh particularly toward the merits of the settlement. Therefore, the settlement appears to be the result of arm's length bargaining. Substantial discovery appears to have occurred, and to the degree that there was any deficit in those disclosures, it appears to have not been of sufficient scale to prejudice the class members. Class counsel is experienced in this type of litigation.

Based on the foregoing, because the factors articulated in *Dunk* are met; because there is no indication of fraud, collusion or unfairness; and because the terms of the settlement appear to be fair and reasonable; and based on the lack of opposition or objection, Plaintiffs' motion for final approval of the terms of the settlement is approved.

V. Attorney's Fees and Class Representative Incentive

In this case, the underlying Settlement Agreement established a gross settlement fund fixed at \$200,000, without any reversion to Defendants and with all settlement proceeds, net of specified fees and costs and \$10,000 in PAGA penalties, going to pay claims for class members who did not opt out of the settlement. Plaintiffs' counsel requests an award of \$66,666.67 which is one third (33.33%) of the common fund.

Class Counsel Szamet has provided information regarding the time billed in this case and the relative rates of each individual who performed work for Plaintiff. Class Counsel advances that the Court should adopt a percentage fee approach, arguing that there are several public policy reasons why percentage recovery is the modern and appropriate method of calculation here. Percentage recovery focuses on results achieved whereas the lodestar focuses on time spent.

Counsel is correct that the percentage approach offers substantive benefits in encouraging counsel to maximize recovery, rather than wasting time attempting to bill in order to justify lodestar amounts. However, that does not mean that Class Counsel's recovery should remain unfettered by the hours actually expended. This Court maintains the capability to "double check the reasonableness of the percentage fee through a lodestar calculation." *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 504. Moreover, the common fund method is burdened by its own potential infirmities, encouraging counsel to settle otherwise meritorious cases quickly in order to make themselves available for the next case. The incentive to counsel, incongruous with that of their client and the class, is to settle the case for the maximum amount *relative to their time expended*. Accordingly, our high court has stated that California trial courts maintain the discretion to use lodestar amounts to ensure that the percentage figure reached is reasonable. *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 505. This is representative of the Court's obligations to the class as a whole, where the interests of Defendant and Plaintiff are no longer at odds.

Class Counsel asserts that fees of one third of the settlement amount is the appropriate figure. As an initial matter, the Court finds Plaintiff's recovery reasonable but unexceptional based on the total calculable damages. Plaintiff's evidence at preliminary approval (after prompting from the Court for supplemental information) indicated that the total probable class damages were

\$1,491,930.80, not including \$651,400 of possible PAGA penalties. The claims presented in the FAC are generally of the type where Plaintiff would be entitled to recovery of attorney's fees. See, e.g., Labor Code § 2699(k)(1); Labor Code § 218.5; Labor Code § 1194; FAC. Even if the matter were fully litigated, should Plaintiff prevail, the cost of fully litigating the matter would not be borne by Plaintiff or the class. This means that against probable calculable damages as presented at preliminary approval, the distributable settlement amount represents 6.05%. Counsel touts their exceptional quality legal of work, but this does not appear sufficiently reflected in attention to detail. See, Court's 10/22/25 Minutes (Court concerned that application lacked basic information required for reasonableness assessment). The Court notes that the recovery here is subject to an additional consideration in Defendant's inability to pay a higher amount. The percentage of recovery being otherwise restricted by this factor, Plaintiff's outright recovery is not overwhelmingly indicative of the efficacy of counsel. Despite this, it is not clear to the Court that the settlement is sufficiently reflective of the necessary factors that one-third settlement is appropriate. Class counsel fails to display the propriety of a one third fee under such circumstances. The Court finds twenty-eight percent (28%) to be the appropriate amount under these circumstances. This results in allowable fees of \$56,000.

This is properly checked against the lodestar analysis provided. The "lodestar" is the number of hours reasonably expended multiplied by the reasonable hourly rate prevailing in the community for similar services by an attorney with similar skill and experience. See, e.g. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. The trial court may adjust the lodestar amount based on various factors specific to the case to fix the attorney fees at fair market value for the services provided, including: "(1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, [and] (4) the contingent nature of the fee award." *Ketchum*, 24 Cal.4th at 1132. See also *Gorman v. Tassajara Dev. Corp.* (2009) 178 Cal.App.4th 44, 92 ("The first step involves the lodestar figure—a calculation based on the number of hours reasonably expended multiplied by the lawyer's hourly rate. 'The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided.' ... The factors to be considered include the nature and difficulty of the litigation, the amount involved, the skill required and employed to handle the case, the attention given, the success or failure, and other circumstances in the case." (internal citations omitted).

The Court finds that the 65.2 hours expended is likely mostly reasonable, but notes that there is no evidentiary support attached to the Szamet Declaration sufficient for the Court to determine the specific reasonableness of the hours. Given the relaxed standards for such hours expended in a cross-check context where the time expended appears in the range of reasonableness, the Court turns to the hourly rates requested.

What is apparent is that the hourly rate requested for multiple attorneys exceeds the expected rates for counsel in the county of Sonoma. "The reasonable hourly rate is that prevailing *in the community* for similar work." *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095 (emphasis added). Plaintiff has cited the reasonableness of their fees based on various cases. This case was filed and is based on Plaintiff's employment within the county of Sonoma, and that is the appropriate locale to consider when determining fees within this venue. The court may consider various other factors when determining a reasonable hourly rate, including the

attorney's skill and experience, the nature of the work performed, the relevant area of expertise and the attorney's customary billing rates. *See, e.g. Flannery v. California Highway Patrol* (1998) 61 Cal.App.4th 629, 632-633; *Stratton v. Beck* (2017) 9 Cal.App.5th 483, 496. The Court does not, however, find that these factors justify paying Plaintiff's counsel market rate fees for the Southern California area. It is only where a plaintiff has made a good faith but unsuccessful effort to find local counsel that out-of-town counsel is not limited to fees determined at local hourly rates. *See, e.g. Horsford v. Board of Trustees of Calif. State Univ.* (2005) 132 Cal.App.4th 359, 398-399 (hiring local counsel was attempted numerous times and deemed to be impracticable); *Center For Biological Diversity v. County of San Bernardino* (2010) 188 Cal.App.4th 603, 608, 614-615 (trial court erred in setting lodestar based on local hourly rates, rather than rates of competent attorneys outside local market, where evidence showed local counsel was unavailable for appellate work). There is no such evidence here. Plaintiff merely avers that he spent time researching experienced counsel, but there is no averment that he looked at or contacted counsel within this market. Rather, Plaintiff chose to retain a lawyer from outside the community; that is their right, but it does not make the fees incurred "reasonable" for purposes of the fee award. The fees are resultingly far beyond what is expected in the local legal market.

The Court finds that with the qualifications and experience set forth in the Szamet Declarations, fees in line with similarly qualified attorneys in the Sonoma County community are \$700 as to Mr. Kingsley, \$650 as to Ms. Szamet and \$400 for Ms. Bulaon.

The Court is not persuaded by Class Counsel's offered evidence to exceed these amounts. First, what other courts do is not dispositive as to what is appropriate for this locality, or in this particular case. Second, even if it were persuasive for this purpose, none of the cases provided appear to be in Sonoma or comparable counties.

Plaintiff also argues for a multiplier of ~1.26. In a pure lodestar analysis, the Court would find a multiplier of 1.5 as appropriate here, and the resulting fees are below the total lodestar amounts proposed by Counsel. Therefore, the application of the higher multiplier appears well within what was noticed to the class. The obvious factor which merits application of a multiplier is the contingent nature of the case. Class Counsel's qualifications neither fall short of or exceed the counsel which normally appear in these types of cases. Counsel provides exposition on the difficulties of this case, but the dangers described are far from novel when examining wage and hour class claims. Counsel's work as filed with the Court does not contain indicia that would cause to the Court to find more than the expected skill in litigation. Counsel offers no evidence that the case precluded them from taking other work, and this appears supported by the fact that the hours committed were relatively minimal. As is covered above, the Court does not find the recovery exceptional, but it is sufficiently reasonable given the particular considerations here that the Court applies some multiplier. However, given that the question is whether the lodestar may reasonably be multiplied to reach the amount in the percentage recovery method, the required multiplier would be ~1.54.

Based on these adjustments, the Court comes to base fees of \$36,185.00, which after application of a 1.5 multiplier, comes to a lodestar of \$54,277.50. To reach the percentage recovery the Court found appropriate, application of a ~1.54 multiplier must be used. While this is not the

Court's first inclination, when compared to the calculated shared fund amount it is reasonable and therefore merits approval.

The Court approves Class Counsel Fees in the amount of \$56,000.

Plaintiff's counsel also seeks \$14,482.26 litigation-related costs and attaches a cost report and declarations substantiating most of that sum. Szamet Decl. Ex. 5. This is below the amounts preliminarily approved, and appears appropriate. The Court approves costs in the amount of \$14,482.26.

Based on the foregoing, Plaintiff's request for attorneys' fees and costs is granted in the amount of \$56,000 for fees and \$14,482.26 in costs. The amounts of the attorney's fees not approved will revert to the gross settlement fund, per the terms of the settlement agreement. Settlement Agreement, Section 3.1.

Plaintiff also seeks a service award in the amount of \$5,000 for Plaintiff's participation in the case. "[C]riteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.' [citation] These 'incentive awards' to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit." See *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-95. See also *Ridgeway v. Wal-Mart Stores Inc.* (N.D. Cal. 2017) 269 F. Supp. 3d 975, 1003 (citing *Bellinghausen v. Tractor Supply Co.* (N.D. Cal. 2015) 306 F.R.D. 245, 266-67, which in turn collected cases and explained that a \$5,000 incentive award is presumptively reasonable in that district and that awards typically range from \$2,000–\$10,000).

Plaintiff argues that this award is reasonable in light of his role as representative of the class. In particular, Plaintiff cites his role in providing substantive information and documents to counsel and reviewing documents and the Settlement Agreement, and the risk of possibly bearing Defendant's costs if he did not prevail. See Declaration of Rafael Manzo. Plaintiff filed a declaration generally describing his participation and establishing that he participated as the class representative. *Ibid.* He avers that he has spent between 12-15 hours working on the case, and that his involvement is a matter of public record potentially affecting future employment prospects.

Based on the time expended, the exposure and risk, and the duration of the litigation, the request is for the reasonable award of \$5,000 under the factors described in *Cellphone Termination*, 186 Cal.App.4th at 1394-95. The Court finds the award, despite being on the high end of the normal range, reasonable.

Plaintiff's request for a personal representative enhancement award is approved in the amount of \$5,000 to Plaintiff.

Therefore, the Court calculates the total gross settlement fund for the class action as \$104,517.74. Payments to class members should be adjusted accordingly.

VI. Conclusion

Based on the foregoing:

1. The Court, for purposes of this Order, adopts all defined terms and conditions as set forth in the Settlement Agreement filed in this case.
2. The Court has jurisdiction over the subject matter of this litigation and the Class Representatives, the other members of the Class, and Defendants.
3. The Court finds that the dissemination of the Class Notice as disseminated to the Class Members, constituted the best notice practicable under the circumstances to all persons within the definition of the Class, and fully met the requirements of California law and due process under the United States Constitution.
4. The Court approves the Settlement of the above-captioned action, as set forth in the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.
5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are to bear their own costs and attorneys' fees.
6. The Court hereby certifies the following Class for settlement purposes only: all persons who worked one or more pay periods employed by Defendants in California as a non-exempt employee during the Class Period from March 23, 2019 through December 31, 2024. The Court approves the class of Aggrieved Employees under the PAGA claims as all persons who worked one or more pay periods employed by Defendants in California as a non-exempt employee between March 23, 2022 through December 31, 2024.
7. With respect to the Class and for purposes of approving the settlement only and for no other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the claims in this litigation; (c) the claims of Class Representative is typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for the Class.
8. Defendant shall fund **\$200,000** of the total Gross Settlement Fund pursuant to the terms of the Settlement Agreement. This amount includes all costs in ¶ 10 below.
9. The Court approves the Individual Settlement Payment amounts, which shall be distributed pursuant to the terms of the Settlement Agreement.

10. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of **\$56,000** and reimbursement of litigation costs in the amount of **\$14, 482.26**; (b) enhancement payment to the Class Representative Raphael Manzo Cortes in the amount of **\$5,000.00**; (c) the sum of **\$10,000.00** to be paid to the LWDA (\$7,500) and Aggrieved Employees (\$2,500) for PAGA Penalties; and (d) **\$10,000.00** to the Claims Administrator, Phoenix Class Action Administration Solutions, for the costs relating to the claims administration process in this matter. The Court finds that these amounts are fair and reasonable. Defendant is directed to make such payments from the Gross Settlement Amount and in accordance with the terms of the Settlement Agreement.
11. The Court will enter final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or judgment, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

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

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