**TENTATIVE RULINGS**
**LAW & MOTION CALENDAR**
**Friday, June 26, 2026 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

**TO JOIN ZOOM BY PHONE:**
By Phone (same meeting ID and password as listed for each calendar):
+1 669 254 5252

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**, 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. 25CV06484, Lynch v. 458 Fairgrounds Drive, LLC

Defendant 458 Fairgrounds Drive, LLC's (doing business as Quality Inns & Suites, LLC) ("Defendant") moves to deem requests for admission ("RFAs") admitted pursuant to C.C.P. section 2033.280 and sanctions. The motions to deem RFAs admitted is **DENIED**. Sanctions are **GRANTED** in the reduced amount of $1,335.00

Furthermore, the hearing on July 29, 2026, in this case is dropped from calendar as explained below.

## I. FACTUAL & PROCEDURAL HISTORY

On September 29, 2025, Plaintiff filed her Complaint alleging two causes of action pursuant to Civil Code section 1714 and Evidence Code section 669(a). On October 2, 2025, Plaintiff filed her First Amended Complaint ("FAC") adding more facts. Defendant filed its Answer to the FAC on December 10, 2025, asserting a general denial and 35 affirmative defenses. Plaintiff now moves the Court to strike nine of these affirmative defenses, two without leave to amend and the other seven with leave to amend.

## II. DISCUSSION

### A. Governing Law

A party's failure to timely respond to discovery allows the propounding party to move for an order compelling responses and monetary sanctions. (See C.C.P. §§ 2033.280(b)–(c) [requesting an order that the truth of any matters specified in the requests be deemed admitted and monetary sanctions].) A party may move for an order compelling further responses and sanctions if initial responses are incomplete, evasive, or an asserted objection is meritless or too general. (See C.C.P. § 2033.290(a) [compelling a further response to requests for admissions]; and C.C.P. § 2033.290(d) [monetary sanctions for unsuccessfully making or opposing a motion to compel a further response to requests for admissions].) Failure to serve a timely response to RFAs allows the requesting party to move for an order that the genuineness of any documents and the truth of any matters specified in the requests be deemed admitted and monetary sanctions. (C.C.P. § 2033.280(b).)

### B. Plaintiff Served Substantially Compliant Responses Before the Date of the Hearing

Defendant served RFAs on Plaintiff on January 15, 2026, making responses due February 19, 2026. (Bayly Decl., ¶¶ 2–3, Exhibit A.) Counsel declares that Plaintiff did not request an extension for her responses and has not responded to the RFAs at the time of filing the motion. (Bayly Decl., ¶¶ 4–5.) Plaintiff opposes the motion, arguing that she "served verified responses to Defendant's [RFAs] prior to the hearing" and cited to Exhibit A of her declaration. (Lynch Decl., ¶ 3.) Exhibit A is not attached to Plaintiff's filing. In Reply, Defendant argues that Plaintiff's responses are not substantially compliant responses with section 2033.220 because her responses are not as complete and straightforward as the information reasonably available to her permitted. Defendant states that Plaintiff admits one (1) RFA, denies twenty-seven (27) RFAs, and claims inability to admit or deny seven (7) RFAs and states that Plaintiff's responses are attached as Exhibit A to the Reply. Defendant references a few responses in the body of its Reply but failed to attach Exhibit A to its Reply that contains all of Plaintiff's responses. Thus, the Court does not have a copy of Plaintiff's responses. However, it is undisputed that Plaintiff served responses and answered all RFAs, which is substantially compliant. (*St. Mary v. Superior Court* (2014) 223 Cal.App.4th 762, 776 ["a responding party's service, prior to the hearing on the 'deemed admitted' motion, of substantially compliant responses, will defeat a propounding party's attempt under section 2033.280 to have the RFAs deemed admitted."].) Furthermore, "RFAs are not to be deemed admitted unless the party to whom RFAs are propounded fails to respond prehearing to RFAs in a manner that is substantially code-compliant (§ 2033.280, subd. (c)), or he or she is recalcitrant and violates a court order compelling further responses that are deficient (§ 2033.290, subd. (e))." (*Id.* at 784.) Defendant's challenges to the sufficiency of Plaintiffs' responses are not properly before the Court in this motion to deem RFAs admitted. When served responses are evasive, incomplete, or contains objections that are without merit or too general, the requesting party must bring a motion to compel further responses under C.C.P. section 2033.29. The court in *St. Mary* held that the trial court could not deem individual RFAs admitted on the basis that responses were inadequate, in the absence of a motion to compel further responses, an order compelling further responses, noncompliance with that order, or a motion to deem

specific RFAs admitted based upon noncompliance with a prior order compelling further RFA responses. Thus, the motion to deem RFAs admitted is **DENIED**.

C. Sanctions are Warranted Pursuant to C.C.P. section 2033.280(c)

Section 2033.280(c) requires a court to impose a monetary sanction against the party or attorney whose failure to serve a timely response to requests for admission necessitated the motion. Defendant requested $2,236.00 in sanctions for work expended by counsel Bayly and law clerk Ethan Polis on the motion. Counsel requests fees for 6.2 hours of her work (3.2 hours preparing the motion, 2 hours for responding to any opposition, and 1 hour preparing for and attending the hearing) at an hourly rate of $305.00 per hour and for 3 hours of Mr. Polis' work at an hourly rate of $115.00. Plaintiff requests that sanctions be reduced to a reasonable amount and exclude speculative, anticipated time for future briefing or hearing preparation.

The Court finds counsel's rate and Mr. Polis' rates to be reasonable but the 9.2 hours of work for a motion to deem RFAs admitted is unreasonable considering that no separate statement was required (or produced) and the MPA is 4 pages. Additionally, an hour of work for preparing for and attending a hearing that has not occurred is not an actual cost. (See *Kwan Software Engineering, Inc. v. Hennings* (2020) 58 Cal.App.5th 57, 74; *Argaman v. Ratan* (1999) 73 Cal.App.4th 1173, 1181 [costs must be both actual and reasonable].) Therefore, the Court finds that 2 hours for counsel Bayly and 1 hour for Mr. Polis are reasonable for the preparation of the motion plus 2 hours responding to Plaintiff's Opposition. Sanctions are **GRANTED** in the reduced amount of $1,335.00 (4 hours at $305.00 plus 1 hour at $115.00.)

D. The July 29th Hearing is Dropped as Moot

Upon review of the docket, the Court noticed that a hearing was set for July 29, 2026, for papers filed by Plaintiff on April 14, 2026, related to her motion to strike, which was heard by this Court on April 17, 2026. On April 17, 2026, the Court denied Plaintiff's motion to strike affirmative defenses from Defendant's Answer to the First Amended Complaint. (See Minute Orders dated April 17, 2026.) However, before the April 17th hearing, on April 14, 2026, Plaintiff filed a request for leave "to file curative papers and notice of lodging of declaration re meet and confer and corrected memorandum" to address the procedural defects in her motion as argues by Defendant in its Opposition along with several other documents. Notably, Plaintiff did not contest the tentative ruling on the motion posted on April 16, 2026, or request to appear for oral argument. The Court denied Plaintiff's motion to strike finding that it was untimely pursuant to C.C.P. section 435(d), which became the ruling of the Court on April 17, 2026. The documents filed by Plaintiff on April 14 do not cure the untimeliness of her motion to strike. Thus, the matter has already been adjudicated by the Court and Plaintiff's requests are MOOT. As such, the hearing set for July 29, 2026, at 3:00 p.m. in Department 17 is dropped from calendar.

## III. CONCLUSION

Defendant's motion to deem RFAs admitted is **DENIED**. Sanctions are granted in favor of

Defendant for $1,335.00 to be paid by Plaintiff to Defendant within 30 days of notice of entry of this order.

Furthermore, the hearing on July 29, 2026, in this case is dropped from calendar as explained below.

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. 24CV07836, Martinez Gomez v. City of Santa Rosa

Plaintiff's counsel Ryan Loosvelt requests to be relieved as counsel for Plaintiff Erika Martinez Gomez due to a breakdown in the attorney-client relationship. The Court previously continued this matter to allow counsel Loosvelt to file a proof of service of the motion on all other parties who have appeared in the case pursuant to Rule 3.1362(d) of the California Rules of Court. Counsel Loosvelt filed the proof of service on May 14, 2026. Being no opposition to the motion, the motion is **CONDITIONALLY GRANTED** subject to counsel's compliance with the following order:

Given that the next hearing in this case is trial on October 9, 2026, the Court further sets a Case Management Conference on **Thursday, August 13, 2026, at 3:00 p.m.** in Department 17 for status of Plaintiff's representation. Counsel Loosvelt shall lodge a revised proposed order with the Court to include the August 13th CMC as the next scheduled hearing in this action within 7 days of this ruling. Counsel Loosvelt then shall serve the signed Order on all parties who have appeared in this case within 5 days of entry of the Order and file a proof of service with the Court.

## 3. 24CV00878, Shrader v. Doe

Defendant California Forensic Medical Group, Inc. ("Defendant") demurs to the Complaint pursuant to C.C.P. section 430.10. The demurrer is **SUSTAINED *without* leave to amend**.

### I. FACTUAL & PROCEDURAL HISTORY

Plaintiff was arrested on August 30, 2022, for felony vandalism and was booked into the Sonoma County Main Adult Detention Facility. (See Exhibits A–C to the Complaint.) Plaintiff filed her Complaint on February 29, 2024, alleging general negligence against Defendant and others. Plaintiff alleges that she told her arresting officers she was experiencing a panic attack and loss of bodily function but that she never received a medical screening prior to being placed in a Safety, Sobering, and Observation Cell. (See Complaint, Fourth Cause of Action, page 1 of 2.) Plaintiff was brought to the Sonoma County Main Adult Attention Facility at 2:00 a.m. and received a mental health evaluation after 10:00 a.m. (*Ibid.*) Plaintiff told the case worker conducting the mental health intake about her mental health history and asked for medication to help her sleep, like Benadryl. (*Ibid.*) Plaintiff claims the case manager stated they were not authorized to provide that type of medication and she was instead offered ibuprofen but that it was never given to her. (See Complaint, Fourth Cause of Action, page 1–2 of 2.) Plaintiff contends she was denied all medical services she requested and that Defendant was contracted to provide medical treatment at the

Sonoma County Main Adult Attention Facility during her detention. (See Complaint, Fourth Cause of Action, page 2 of 2.)

This case was previously stayed due to Defendant's bankruptcy proceedings, but the case was reinstated on May 16, 2025. (See Stay of Entire Case, filed November 21, 2024; Status Report, filed May 16, 2025.) Defendant now demurs to the Complaint arguing that Plaintiff's Complaint is untimely and fails to allege sufficient facts to state a cause of action against Defendant.

## II. DISCUSSION

### A. Standard at Demurrer

A demurrer can be used only to challenge defects that appear on the face of the pleading under attack or from matters outside the pleading that are judicially noticeable. (C.C.P. § 430.30(a).) A party may demur to a pleading when there is another action pending between the same parties on the same cause of action. (C.C.P. § 430.10(c).) At demurrer, all facts properly pleaded are treated as admitted, but contentions, deductions and conclusions of fact or law are disregarded. (*Serrano v. Priest* (1971) 5 Cal.3d 584, 591.) Similarly, opinions, speculation, or allegations contrary to law or facts which are judicially noticed are also disregarded. (*Coshow v. City of Escondido* (2005) 132 Cal.App.4th 687, 702.) Each evidentiary fact that might eventually form part of a party's proof does not need to be alleged. (*C.A. v. William S. Hart Union High School Dist.* (2012) 53 Cal.4th 861, 872.) Conclusory pleadings are permissible and appropriate where supported by properly pleaded facts. (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6.) "The distinction between conclusions of law and ultimate facts is not at all clear and involves at most a matter of degree." (*Burks v. Poppy Const. Co.* (1962) 57 Cal.2d 463, 473.) Leave to amend should generally be granted liberally where there is some reasonable possibility that a party may cure the defect through amendment. (*The Swahn Group, Inc. v. Segal* (2010) 183 Cal.App.4th 831, 852.)

### B. Plaintiff's Complaint is Untimely Under C.C.P. Section 340.5

While Plaintiff asserts a general negligence cause of action against Defendant, the Court construes this to be a claim of professional negligence. The court in *Larson* explained:

> Accordingly, when a plaintiff asserts a claim against a health care provider on a legal theory other than professional negligence, courts must determine whether the claim is nonetheless based on the health care provider's professional negligence, which would require application of MICRA. (*Smith, supra,* 133 Cal.App.4th at p. 1514, 35 Cal.Rptr.3d 612; *Unruh–Haxton, supra,* 162 Cal.App.4th at p. 353, 76 Cal.Rptr.3d 146.) To make that determination, courts must examine not only the legal theory alleged, but also the nature of the health care provider's alleged conduct and the legislative history of the MICRA provision at issue. (*Ibid.*; *Barris v. County of Los Angeles* (1999) 20 Cal.4th 101, 116, 83 Cal.Rptr.2d 145, 972 P.2d 966 (*Barris*).) When, as here, the question presented concerns which limitations period applies, courts also must focus on the nature or gravamen of the claim, not the label or form of action the plaintiff selects. (*Hensler v. City of Glendale* (1994) 8 Cal.4th 1, 22–23, 32 Cal.Rptr.2d 244, 876 P.2d 1043; *Iverson, Yoakum, Papiano & Hatch v. Berwald* (1999) 76 Cal.App.4th 990, 995, 90 Cal.Rptr.2d 665.)

(*Larson v. UHS of Rancho Springs, Inc.* (2014) 230 Cal.App.4th 336, 347.)

Here, in the Complaint, Plaintiff alleges that Defendant did not timely treat her at the Sonoma County Main Adult Attention Facility and that she was denied all medical services she requested. Plaintiff's allegations challenge the manner in which Defendant rendered the professional health care services it was hired to perform. (*Larson, supra,* 230 Cal.App.4th at 351–352.) Therefore, Plaintiff's claim is based on Defendant's professional negligence, which requires application of the statute of limitations under the Medical Injury Compensation Reform Act ("MICRA"). Under MICRA, the statute of limitations is shortened to one year for malpractice actions with the goal of reducing insurance rates by reducing the size and number of malpractice judgments, and "thereby ensuring available and affordable health care." (See C.C.P. § 340.5; *Larson, supra,* 230 Cal.App.4th at 346.) Since Defendant was alleged to be the health care provider at the Sonoma County Main Adult Attention Facility while Plaintiff was detained there and Plaintiff's claim is based on Defendant's professional negligence, the one-year statute of limitations under section 340.5 applies. Plaintiff alleges that the incident occurred on August 30, 2022, and she did not file her Complaint until February 29, 2024. Thus, Plaintiff's claim is untimely as she filed the Complaint beyond the one-year statute of limitations under section 340.5. The demurrer is **SUSTAINED**.

Regarding leave to amend, the Court finds that there is no reasonable possibility that Plaintiff could allege sufficient facts to overcome the bar of the one-year limitations period under section 340.5 via amendment. Therefore, leave to amend is **DENIED**. (*Larson, supra,* 230 Cal.App.4th at 354 [holding that the trial court did not abuse its discretion in denying plaintiff leave to amend to overcome the bar of section 340.5's one-year limitations period].) Upon the sustaining of Defendant's demurrer, the only remaining defendant in this case is John Doe.

### III. CONCLUSION

Defendant's demurrer is **SUSTAINED *without* leave to amend** for Plaintiff's failure to timely bring her claim under C.C.P. section 340.5.

Defendant 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).

## 4. 24CV07106, King v. The Ezralow Company, LLC

Plaintiffs Monica Appiano, Andrea Arguelles, Nicholas Arguelles, Jonathan Bucio, Nicole Farmer, Rosa Hernandez, Aisha King, Hardy King, Javier Ramirez, Aspur Trader (together as "Plaintiffs") move for summary adjudication of the First Cause of Action. Summary adjudication of the First Cause of Action is **DENIED** pursuant to C.C.P. section 437c(f)(1).

Defendant The Ezralow Company, LLC's ("Ezralow") objections to Plaintiffs' evidence are **SUSTAINED in part** and **OVERRULED in part** as explained below. Ezralow's requests for judicial notice are **GRANTED**.

## I. FACTUAL & PROCEDURAL HISTORY

This action arises out of apartment rental applications for The Addison Ranch in Petaluma, California and Vineyard Terrace in Napa, California. Plaintiffs are ten individuals who submitted online rental applications to Addison Ranch or Vineyard Terrace between May 2023 and June 2024. (Undisputed Material Fact and Response ["UMF"], Nos. 1–10.) Plaintiffs allege that Ezralow obtained confidential information about Plaintiffs from investigative consumer reports about Plaintiffs without complying with mandatory requirements under the Investigative Consumer Reporting Agencies Act ("ICRAA"). (See Complaint, ¶ 24.) Plaintiffs filed their Complaint on November 25, 2024, asserting three causes of action: violations of the ICRAA, invasion of privacy, and declaratory relief. On October 28, 2025, Plaintiffs filed a motion for leave to file the First Amended Complaint ("FAC"), which the Court granted on March 25, 2026. (See Order Granting Plaintiffs' Motion for Leave to File First Amended Complaint for Damages, signed on March 25, 2026.) In the interim, Plaintiffs filed the instant motion for summary adjudication ("MSA") on March 4, 2026. Plaintiff filed an FAC on March 24, 2026, and filed another FAC on March 30, 2026. The FAC was amended to add a new Defendant, West Coast Redevelopment, Inc., and added additional facts to the Common Allegations section.

Plaintiffs now move for adjudication of the First Cause of Action premised on the adjudication of three issues:

(1) Ezralow and West Coast Redevelopment, Inc. violated sections 1786–1786.60, by requesting investigative consumer reports about each of the Plaintiffs, and by failing to "provide the consumer a means by which the consumer may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any report that is prepared" (Civ. Code, § 1786.16(b)(1);

(2) Ezralow and West Coast Redevelopment, Inc. violated California Civil Code Section 1786.16(a)(3) by not notifying each of the Plaintiffs that an investigative consumer report will be made regarding his/her character, general reputation, personal characteristics, and mode of living, along with the name and address of the investigative consumer reporting agency that will prepare the report; and

(3) Ezralow and West Coast Redevelopment, Inc. violated California Civil Code Section 1786.16(a)(3) by failing to notify each Plaintiff not later than three days after the date on which the report was first requested, in writing, that an investigative consumer report will be made regarding their character, general reputation, personal characteristics, and mode of living.

The facts are disputed in this case, including the sufficiency of Plaintiffs' evidence, the operative Complaint applicable to the instant motion, Ezralow's liability to Plaintiffs, and the extent of the alleged violations of the ICRAA.

## II. DISCUSSION

### A. Standard at Summary Adjudication

A party moving for summary adjudication of a cause of action must prove that the cause of action has no merit and summary adjudication may only be granted if it completely disposes of the cause of action. (C.C.P. § 437c(f)(1).) "A defendant or cross-defendant has met his or her burden of showing that a cause of action has no merit if the party has shown that one or more elements of the cause of action, even if not separately pleaded, cannot be established, or that there is a complete defense to the cause of action." (C.C.P. § 437c(p)(2).) "Once the defendant or cross-defendant has met that burden, the burden shifts to the plaintiff or cross-complainant to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto." (*Ibid*.)

"From commencement to conclusion," the moving party bears the burden of persuasion and production to make a prima facie showing that there are no triable issues of material fact. (*Aguilar v. Atlantic Richfield Co*. (2001) 25 Cal.4th 826, 850.) "There is no obligation on the opposing party…to establish anything by affidavit unless and until the moving party has by affidavit stated facts establishing every element…necessary to sustain a judgment in his favor." (*Consumer Cause, Inc. v. SmileCare* (2001) 91 Cal.App.4th 454, 468.) Defendants can meet their burden by showing a cause of action has no merit by showing that one or more elements of the cause of action "cannot be established." (See C.C.P. § 437c(p)(2).) Once the defendant has met that burden, the burden shifts to the plaintiff to show that a triable issue of one or more material facts exists as to that cause of action or defense. (*Aguilar, supra*, 25 Cal.4th at p. 849.)

### B. Ezralow's Requests for Judicial Notice

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. (Evid. Code § 452(h).) The court must take judicial notice of any matter requested by a party, so long as it complies with the requirements under Evidence Code section 452. (Evid. Code § 453.) The court may take judicial notice of records of any court record of California, the U.S., or any other state. (Evid. Code § 452(d).) Courts may "take judicial notice of the *existence* of judicial opinions and court documents, along with the truth of the results reached—in the documents such as orders, statements of decision, and judgments—but cannot take judicial notice of the truth of hearsay statements in decisions or court files, including pleadings, affidavits, testimony, or statements of fact." (*People v. Harbolt* (1997) 61 Cal.App.4th 123, 126–127 [citations omitted]; Evid. Code §§ 452, 453.)

Ezralow requests judicial notice of five documents in the current action, including the Complaint, the FAC, and docket entries. The requests are **GRANTED** but the Court does not take judicial notice of the truth of hearsay statements in these documents and docket entries.

### C. Ezralow's Evidentiary Objections

Ezralow asserts 62 objections to all of Plaintiffs' evidence consisting of Counsel Brod's

declaration (attaching a deposition of Cristina Agra-Hughes taken on February 10, 2026) and one declaration from each Plaintiff (10 in total). All 10 declarations for Plaintiffs are the same seven paragraphs containing the same allegations and statements with personal details changed, such as the dates of the applications and respective consumer reports. Therefore, the Court shall apply the objections to all applicable Plaintiff declarations together.

*Objections to Brod Declaration*

Objection No. 1 to paragraph 3/Exhibit 1 is **SUSTAINED** as irrelevant. Cristina Agra-Hughes' deposition was taken on February 10, 2026, on behalf of her individually and on behalf of West Coast Redevelopment, Inc. in a related, but different case in another department in this Court, *Benedict v. The Ezralow Company, LLC* (24CV06419). Plaintiffs only provide select portions of the deposition transcripts and what is provided fails to provide sufficiently complete information for the Court. For example, the deposition refers to "they" and "them" and it is unclear who "they" are. They/them could refer to only the plaintiffs in the *Benedict* case that are not parties here, to also include the Plaintiffs in the instant action, or refer to all rental applicants who completed applications between a certain timeframe, which may or may not include all Plaintiffs in the instant action. Furthermore, as discussed below, the Court does not have jurisdiction over West Coast Redevelopment, Inc. Plaintiffs fail to justify the relevance of the Agra-Hughes deposition to this case.

Objection No. 2 to paragraph 4 is **SUSTAINED** as hearsay.

*Objections to Plaintiffs' Declarations*

Objection Nos. 3, 9, 15, 21, 27, 33, 39, 45, 51, and 57 to paragraph 2 of Plaintiffs' declarations are **SUSTAINED in part and OVERRULED in part**. The phrase "In or about [relevant date of application] I submitted a digital application for rental housing for an apartment home at [The Addison Ranch Apartments in Petaluma, California or Vineyard Terrace Apartments in Napa, California]" is based on personal knowledge of Plaintiffs' own applications and the objections are **OVERRULED** to this part of the statement. However, the subsequent phrase "which is managed and operated by First Pointe Management Group, which I understand is actually Defendant The Ezralow Company, LLC or Defendant West Coast Redevelopment, Inc." lacks foundation and the objections are **SUSTAINED** to this part of the statement.

Objection Nos. 4, 10, 16, 22, 28, 34, 40, 46, 52, and 58 to paragraph 3 of Plaintiffs' declarations are **SUSTAINED** as hearsay and based on the secondary evidence rule, explained below.

Objection Nos. 5, 11, 17, 23, 29, 35, 41, 47, 53, and 59 to paragraph 4 of Plaintiff's declarations are **SUSTAINED** as hearsay and based on the secondary evidence rule, explained below.

Objection Nos. 6, 12, 18, 24, 30, 36, 42, 48, 54, and 60 to paragraph 5 of Plaintiffs' declarations are **SUSTAINED in part and OVERRULED in part**. The objections to the following sentences are **OVERRULED** as they are based on Plaintiffs' personal knowledge: "I was not notified in writing that an investigative consumer report had been requested about me within three days of the report being requested by Defendants… In fact, the Defendants did not notify me that they had requested an

investigative consumer report about me, at all." The objections to the following sentence is **SUSTAINED** for lack of foundation: "I now know that an investigative consumer report was prepared about me in or about [date when the report was prepared]."

Objection Nos. 7, 13, 19, 25, 31, 37, 43, 49, 55, and 61 to paragraph 6 of Plaintiffs' declarations are **SUSTAINED in part and OVERRULED in part**. The objections to the following phrase are **OVERRULED** as they are based on Plaintiff's personal knowledge: "I was never provided with a copy of the investigative consumer report Defendants The Ezralow Company, LLC or Defendant West Coast Redevelopment, Inc. had prepared about me". The objections to the phrase "though I am now aware Defendants obtained an investigative consumer report about me" are **SUSTAINED** as lacking foundation.

Objection Nos. 8, 14, 20, 26, 32, 38, 44, 50, 56, and 62 to paragraph 7 of Plaintiffs' declarations are **SUSTAINED** for being unduly prejudicial and calling for a legal conclusion.

D. The First Amended Complaint filed March 30, 2026, is the Operative Complaint in this Action

Plaintiffs filed their First Amended Complaint on March 24, 2026. However, on March 30, 2026, Plaintiffs filed a second First Amended Complaint on March 30, 2026. Upon review, the only difference between the two FACs appears to be that the March 30th filing has a proof of service attached as the last page. While the Court granted Plaintiffs' motion for leave to file the FAC, this did not occur until March 25, 2026, when the Court adopted its tentative ruling granting Plaintiffs' motion. Therefore, the March 24, 2026, FAC was premature and filed without leave of the Court. The Court **STRIKES** the FAC filed March 24, 2026, pursuant to C.C.P. section 436(b).

E. This Court Lacks Jurisdiction Over West Coast Redevelopment, Inc.

Plaintiffs filed their MSA on March 4, 2026. Neither Plaintiffs' Notice of Motion nor any other moving papers identify the version of the Complaint Plaintiff attempts to summarily adjudicate, i.e., the First Cause of Action as pled in either Complaint or the FAC. In the Notice of Motion and all accompanying papers and evidence, Plaintiffs move for summary adjudication of the First Cause of Action as to Defendant Ezralow and West Coast Redevelopment, Inc., which supports the conclusion that Plaintiffs are attempting to adjudicate the First Cause of Action as pled in the FAC, not the Complaint. However, West Coast Redevelopment, Inc. was not named as a party until the filing of the FAC, which as determined above, was not proper until March 30, 2026. In fact, Plaintiffs have not filed a proof of service of a summons and the FAC on West Coast Redevelopment, Inc. to date and West Coast Redevelopment, Inc. has not appeared in this case. Consequently, this Court does not have jurisdiction over West Coast Redevelopment, Inc. at this time. (See C.C.P. § 410.50.) Plaintiffs preemptively moved for summary adjudication against West Coast Redevelopment, Inc. before they were a named party to the action.

F. The Complaint is Moot and the FAC is Materially Different from the Complaint

Generally, the filing of an amended complaint moots a motion directed to a prior complaint. (*State Compensation Ins. Fund v. Superior Court* (2010) 184 Cal.App.4th 1124, 1131.) "[A] court granting plaintiff leave to amend a cause of action should not at the same time attempt to summarily adjudicate

material issues which underlie that same cause of action. After a cause of action is amended, the court may rule in favor of the defendant if, upon subsequent motion, or perhaps renewal of the earlier motion if appropriately framed, it is shown ... there are no triable material issues of fact which would permit recovery on that theory." (*Id.* quoting *Hejmadi v. Amfac, Inc.* (1988) 202 Cal.App.3d 525, 536.) However, more recently, the court in *National Grange of Order of Patrons of Husbandry v. California Guild* (2017) 17 Cal.App.5th 1130, 1144–1148, found that the trial court did not error in allowing plaintiff to seek summary judgment on an amended complaint that was not yet operative when the summary judgment motion was filed because the amended complaint did not substantively affect the nature of the summary judgment motion and defendants had a full and fair opportunity to dispute the material allegation.

Here, the Complaint became moot upon Plaintiffs' filing of the FAC on March 30, 2026, and the FAC became the operative pleading on March 30, 2026. Ezralow argues that the FAC incorporates by reference an enlarged body of common allegations that were not present in the Complaint. The Court agrees, finding that the FAC substantively affects the nature of the summary adjudication motion in this action. The Complaint alleges that Ezralow and DOES 1–10 did not comply with ICRAA laws by not providing a box to check giving the consumer the option to receive a copy of any report that was prepared, not providing a consent form or disclosure, not providing copies and not agreeing to provide copies of any of the reports obtained about the Plaintiffs. (Complaint, ¶¶ 40–41.) The FAC expands on these allegations stating that Ezralow, West Coast Redevelopment, Inc., and DOES 1–5 requested DOES 6–8 to prepare and provide investigative consumer reports regarding each of the Plaintiffs but that Defendants (1) failed to certify to DOES 6–8 that it had made the applicable disclosures to each of the Plaintiffs [FAC, ¶ 20], (2) failed to certify to Defendants that the ICRAA had been complied with [FAC, ¶ 21], and (3) failed to agree to provide a copy of the report to the persons who were the subject of the investigations [FAC, ¶ 22]. The First Cause of Action then incorporates all of the allegations in the preceding paragraphs. (FAC, ¶ 42.) Therefore, the FAC is materially different from the Complaint because it substantively affects the nature of the MSA by adding specific violations of the ICRAA against Ezralow and adds a new party to the alleged agency/joint venture of Ezralow and DOE Defendants. (Contra, *National Grange of Order of Patrons of Husbandry, supra,* 17 Cal.App.5th at 1144–1148.) Furthermore, a motion for summary adjudication shall be granted only if it completely disposes of a cause of action under C.C.P. section 437c(f)(1). The MSA will not completely dispose of the First Cause of Action since it is asserted against a new party in the FAC, West Coast Redevelopment, Inc., and the Court does not have jurisdiction over this party. Thus, Plaintiffs' MSA is **DENIED** pursuant to C.C.P. section 437c(f)(1).

G. Even if the Court Reached the Merits, Plaintiffs Have Failed to Meet Their Burden

As discussed above, the only evidence proffered in support of Plaintiffs' MSA are declarations from all 10 Plaintiffs and a declaration from Counsel Brod that attaches the deposition of Cristina Agra-Hughes taken on February 10, 2026. Plaintiffs did not present the investigative consumer reports, the rental applications filled out by Plaintiffs, or the alleged "Notice of Requested Screening Reports" Defendants mailed to Plaintiffs as additional evidence. Plaintiffs argue in their Reply that Ezralow's objections are misplaced as Plaintiffs are not intending to or required to authenticate the investigative consumer reports, that the statements in the Brod Declaration and Plaintiffs' Declarations must be accepted as truth and are not refuted, and that Ezralow cites no authority to the contrary. However,

Ezralow's evidentiary objections to Plaintiffs' evidence are significant to this motion. Under the secondary evidence rule, a proponent may introduce otherwise admissible secondary evidence to prove the contents of a writing but does not excuse that proponent from complying with other rules of evidence, "most notably the hearsay rule." (See Evid. Code §§ 1520–1523; *Molenda v. Department of Motor Vehicles* (2009) 172 Cal.App.4th 974, 994.) "A writing that passes muster under the secondary evidence rule is not necessarily admissible." (*Molenda, supra,* 172 Cal.App.4th at 994.) The issue here is not that Plaintiffs do not possess these documents or that they do not exist, but rather that they chose to withhold them, citing to Plaintiffs' Declarations signed under penalty of perjury as admissible evidence. However, swearing under penalty of perjury does not remove the hearsay contained in these declarations. Plaintiffs' Declarations and the Brod Declaration are describing what the rental applications and consumer reports did or did not contain, offered to prove the truth of the contents of those documents without providing the Court with those documents, which is necessarily hearsay. Plaintiffs also mention the sensitive information contained in the reports but did not move to file the reports or any other evidence under seal.

Moreover, Plaintiffs do not reply to Ezralow's objections but summarily conclude they are misplaced and state that authentication of the documents themselves are not necessary to prove a violation of the ICRAA. C.C.P. section 437c(d) requires supporting and opposing declarations to be made by personal knowledge and set forth admissible evidence. "In ruling on the admissibility of evidence in a summary adjudication motion, the trial court liberally construes the evidence in favor of the party opposing the summary adjudication motion." (*Michaels v. Greenberg Traurig, LLP* (2021) 62 Cal.App.5th 512, 524.) Considering the Court's ruling on Ezralow's objections to Plaintiffs' evidence, the remaining admissible evidence fails to prove that there are no triable issues allowing the Court to summarily adjudicate the First Cause of Action as Ezralow contends that it did not request, procure, receive, review, analyze, or use any report concerning any Plaintiff.

### III. CONCLUSION

Summary adjudication of the First Cause of Action is **DENIED** pursuant to C.C.P. section 437c(f)(1).

Ezralow'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).

## 5-7. 25CV04934, Goodwin v. Word & Brown Insurance Administrators, Inc.

The Court **GRANTS** Plaintiff Daniel Goodwin's motion for final approval on behalf of the Settlement Class, except for the changes to the requested attorney's fees as addressed below.

Consequently, Plaintiff's separate motion for fees for the same amounts stated in the final approval motion is **DENIED as moot**.

### I. PROCEDURAL HISTORY

Plaintiff Goodwin brought this class action against Defendants Word & Brown Insurance

Administrators, Inc. regarding a data breach that occurred on or about October 23, 2024, which compromised the personal identifying information of approximately 3,762 individuals. (Final Approval Memorandum of Points & Authorities ["MPA"], 2:3-13.) Plaintiff's causes of action included: (1) Negligence; (2) Unjust Enrichment; (3) Violation of the Unfair Competition Law; and (4) violation of the California Consumer Privacy Act ("CCPA"). (See generally Complaint.) After reaching a Class Settlement after informal discovery and several arm's-length negotiations, Plaintiff moved for preliminary approval which the Court granted on October 22, 2025. (MPA, 1:13-23.) Now, Plaintiff moves for final approval of the Class Settlement.

Class Counsel filed a motion for attorneys' fees, costs, and service award separately to the motion for final approval but requesting the same amounts in all fees and costs. As these fees will be decided on the motion for final approval, the Court will deny the fees motion as moot and it will not be separately analyzed below. There were delays in the Court's processing time for the moving papers on the final approval motion, so the Court moved the hearings on the fees motion and final approval motion to be heard on the same day. The Court now considers the final approval motion.

## II. ANALYSIS

Legal Standard for Final Fairness and Approval

After preliminary approval of a settlement, the court must determine the settlement is fair, adequate, and reasonable. (C.R.C., Rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A presumption of fairness exists where: 1) the settlement is reached through arm's length bargaining; 2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; 3) counsel is experienced in similar litigation; and 4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) The test is not for the maximum amount plaintiff might have obtained at trial on the complaint but rather, whether the settlement is reasonable under all of the circumstances. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250, disapproved of by *Hernandez v. Restoration Hardware, Inc*. (2018) 4 Cal.5th 260.) In making this determination, the court considers all relevant factors including "the strength of [the] plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.)

Final Approval Considerations in Plaintiff's Motion

The Court considers the following for final approval of Plaintiff's motion regarding settlement:

*I. Class Members*

"Settlement Class" means "all individuals in the United States sent a notice of the Data Incident. The Settlement Class specifically excludes: (i) WBIA and WBIA's parents, subsidiaries, affiliates, officers and directors, and any entity in which WBIA has a controlling interest; (ii) all individuals who

make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) the attorneys representing the Parties in the Litigation; (iv) all judges assigned to hear any aspect of the Litigation, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads nolo contendere to any such charge." (Settlement Agreement, p. 7, ¶ 1.25.)

*II. Class Notice*

Per California Rules of Court, rule 3.769(e), the Court approved Plaintiff's proposed class notice which was sent to the class list of 2,552 class members with valid U.S. postal address. (Garcia Decl., ¶ 12.) After the deadline to submit a Claim Form had passed, the Claims Administrator determined that there were only 95 valid claims, 88 of which were for Alternative Cash Payments of $45.00 each, and 7 for Credit Monitoring Services. (Garcia Decl., ¶¶ 17-21.) The Claims Administrator received no requests for exclusion and no objections. (*Id*. at ¶¶ 22-24.)

*III. Aggregate Settlement*

The Motion for Preliminary Approval contemplated that the total financial responsibility of Defendant would be $330,000.00 with the more definitive net settlement amount to be stated on the Motion for Final Approval. (Settlement Agreement, pp. 12-13, ¶ 2.7.) Class members will be paid out up to $1,500.00 per claim. (*Id*. at p. 9, ¶ 1.33.) Alternatively, the Class Members may choose a cash payment of $45.00. Settlement Class Members are also eligible to receive two years of identity-theft protection and credit monitoring services, which include credit monitoring through IDX Identity Theft Protection, dark web monitoring, identity restoration and recovery services, and $1,000,000.00 identity theft insurance with no deductible. (*Ibid*.)

However, the Motion for Final Approval makes clear that the final total aggregate settlement amount to be paid is actually $245,984.50, of which $110,000.00 is estimated for Class Counsel's fees (44.7% of the aggregate) and the remaining $135,984.50 is all else. (Garcia Decl., ¶ 25.) Class Counsel's fees are discussed further below.

*IV. Claims Administrator*

CPT Group acted as Claims Administrator. (Settlement Agreement, p. 3, ¶ 1.3.) As stated above, CPT Group's claimed costs for providing notice and administrative services total $20,500.00. (Garcia Decl., ¶ 25.) The Court approves these costs.

*V. Attorney Fees and Costs*

In the Motion for Preliminary Approval, Class Counsel estimated fees and costs up to $110,000.00, which represented 33.3% of the total anticipated settlement of $330,000. (Settlement Agreement, p. 19, ¶ 6.2.) As explained above, the Motion for Final Approval makes clear that the total aggregate settlement amount to be paid is actually $245,984.50, of which $110,000.00 is estimated for Class Counsel's fees represents 44.7% of the aggregate and the remaining $135,984.50 is all else, including $20,500.00 for administration costs, $1,500.00 for the Service Award, $24.50 for credit

monitoring codes for 7 valid claims ($171.50), and alternative cash payments up to $3,960.00 for the 88 valid claims at $45.00 each. (Garcia Decl., ¶ 25.)

In the case *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, (*Laffitte*), the California Supreme Court explained that, "California has long recognized, as an exception to the general American rule that parties bear the costs of their own attorneys, the propriety of awarding an attorney fee to a party who has recovered or preserved a monetary fund for the benefit of himself or herself and others….In awarding a fee from the fund or from the other benefited parties, the trial court acts within its equitable power to prevent the other parties' unjust enrichment." (*Laffitte*, supra, at pp. 488-489.) The two primary methods by which courts determine the reasonableness of attorney fees requested are: (1) the percentage method which calculates the fee as a percentage share of a recovered common fund or the monetary value of plaintiffs' recovery; and (2) the lodestar-multiplier method, which calculates the fee by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate. (*Id*. at p. 489.)

Here, the Court preliminarily approved the 33.3% rate of attorney's fees requested based on the anticipated aggregate settlement of $330,000. However, the Motion for Final Approval now requests an increased amount of 44.7%. The Court believes that the increased proportion of attorney fees requested, which is almost half of the entire final aggregate settlement, is neither appropriate nor reasonable. The Court, finding that Class Counsel would be unjustly enriched by such an award, will award the preliminarily approved 33.3% of fees based on the final aggregate settlement amount of $245,984.50.

Thus, the Court will award a reduced amount in Class Counsel's fees and costs for the total amount of **$81,174.89**.

*VI. Class Representative Service Payment*

Plaintiff is Class Representative. (Settlement Agreement, p. 7, 1.23.) The Class Service Award is $1,500.00. (Garcia Decl., ¶ 25.)

*VII. Fair, Adequate, and Reasonable*

A presumption of fairness exists where: 1) the settlement is reached through arm's length bargaining; 2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; 3) counsel is experienced in similar litigation; and 4) the percentage of objectors is small. (*Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1802.) The test is not the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250, disapproved of by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

In making this determination, the court considers all relevant factors including "the strength of [the] plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a

governmental participant, and the reaction of the class members to the proposed settlement." (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 128.)

Prior to settlement, the parties engaged in informal discovery and several negotiations. They determined that the proposed settlement was fair and reasonable because it would allow for early resolution of Plaintiff's claims. Plaintiff's counsel argues that the settlement is presumptively fair because it was reached after arm's-length negotiations between the parties, because Plaintiff is represented by experienced Class Counsel, because settlement allows Plaintiff to avoid the inherent risks of litigation because the amount offered in settlement is fair compared to the potential recovery at trial. No party has filed any objection or opposition to the preliminary approval motion.

Application

Based on the above, there is a presumption of fairness. The parties participated in arm's-length mediation and extensive formal and informal discovery prior to reaching the Settlement. The Settlement amount is substantial in total and both sides faced uncertainty and risks absent settlement. Class Counsel also has extensive experience in Class Action litigation. Overall, the Court finds that the settlement, payment of fees and costs, and distribution of funds is fair, reasonable, and adequate, and is in the best interests of the Class Members.

## III. CONCLUSION

Final approval of Plaintiff's class action settlement is **GRANTED**, except for the changes made in this ruling as to the disproportionately high attorney's fees requested in the Motion for Final Approval. Class Counsel shall submit a written order on its motion to the Court consistent with this tentative ruling and in compliance with California Rules of Court, Rules 3.1312(a) and (b).