TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, July 8, 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. 24CV01390, Saeterun v. County of Sonoma

The hearing on Plaintiffs' Motion for Reconsideration of the Court's Order Granting Summary Judgment is **CONTINUED** to **November 18, 2026**, at 3:00 P.M. in Department 17. This motion was filed on November 5, 2025, but Plaintiffs have a pending appeal that has not concluded regarding the same order/judgment for summary judgment entered on December 8, 2025. Thus, the Court continues this hearing out to allow the pending appeal to conclude.

2. 24CV02406, Gonzalez v. Dugan Drywall, Inc.

The Court **GRANTS** Plaintiff Alexi Gonzalez's ("Plaintiff") unopposed motion for preliminary approval of class action and PAGA settlement. The Final Fairness Hearing shall be held on Wednesday, **November 18, 2026,** at 3:00 p.m. in Department 17. Moving papers regarding final approval shall be filed no later than **October 9, 2026**.

PROCEDURAL HISTORY

Plaintiff brought this class action alleging labor code violations against Defendant Dugan Drywall, Inc. ("Defendant") by way of their employment practices and policies. (Memorandum of Points & Authorities ["MPA"], 3:2-20.) After Plaintiff filed the Complaint, the parties conducted informal discovery, including telephonic conferences with Plaintiff, inspection and analysis of documents exchanged, investigation into the viability of class treatment of the claims asserted, analysis of potential class-wide damages, research of applicable law, assembly and analysis of data for calculating damages, and research of the applicable law with respect to the claims and defenses asserted. (MPA, 3:21-28, 4:1-3.) The parties then participated in a full-day, arms-length mediation with Chad Anderton ultimately leading to the parties' settlement. (MPA, 4:14-19.)

Now, Plaintiff moves unopposed for preliminary approval of the class action and PAGA settlement. The Court previously continued the hearing on the motion because Plaintiff mistakenly did not attach the parties' proposed *Notice of Proposed Class Action Settlement* as an exhibit for the Court's approval. Counsel Smith submitted a supplemental declaration on June 18, 2026, which attached this proposed Class Notice for the Court's review. The Court now considers the submission and the motion.

ANALYSIS

Legal Standard for Preliminary Approval

A settlement or compromise of an entire class action, or of a cause of action in a class action, or as to a party, requires the approval of the court after hearing. (C.R.C., Rule 3.769(a).) Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. (C.R.C., Rule 3.769(c).) The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion. (*Ibid*.) The court may make an order approving or denying certification of a provisional settlement class after the preliminary settlement hearing. (C.R.C., Rule 3.769(d).) If the court grants preliminary approval, its order must include the time, date, and place of the final approval hearing; the notice to be given to the class; and any other matters deemed necessary for the proper conduct of a settlement hearing. (C.R.C., Rule 3.769(e).) Additionally, rule 3.769(f) states that, "if the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed 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 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.) In making this determination, the court considers all relevant factors including "the strength of 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.)

Plaintiff's Motion for Preliminary Approval

Plaintiff moves unopposed for preliminary approval of the Court for the below terms outlined under the parties' proposed Settlement Agreement attached as Exhibit A to the Declaration of counsel Kyle D. Smith.

a. Class Members

A Class Member means any person who is a prospective member of the Settlement Class, or, if such person is incompetent or deceased, the person's legal guardian, executor, heir, or successor-in-interest. (Smith Decl., Ex. A, Settlement Agreement, § 1.7.) "Settlement Class" means all individuals who are or were employed by Defendants as nonexempt employees in California during the Class Period, or the period from April 8, 2020, through August 31, 2025. (*Id*. at Ex. A, Settlement Agreement, §§ 1.7, 1.10, 1.39.) As of May 15, 2025, Defendant represents that the Settlement Class consists of approximately 405 Class Members that worked a total of approximately 6,476 workweeks during the Class Period. (*Id*. at Ex. A, Settlement Agreement, § 1.39.)

b. Class Settlement

"Class Settlement" mean the settlement embodied in the parties' Settlement Agreement, which is subject to Court approval, for the gross amount of $150,000.00. (Smith Decl., Ex. A, Settlement Agreement, §§ 1.12, 1.21.)

c. Settlement Administrator

"Settlement Administrator" means Phoenix Settlement Administrators and Plaintiff seeks approval of administrator expenses payment up to $8,995.00. (*Id*. at Ex. A, Settlement Agreement, §§ 1.2, 1.38.)

d. Attorney Fees and Costs

Plaintiff seeks approval of Jonathan Melmed, Kyle D. Smith, and Rachel Jo of Melmed Law Group P.C. as Class Counsel and an approval of attorney fees will be up to $50,000.00 and costs up to $15,000.00. (*Id*. at Ex. A, Settlement Agreement, § 1.5.)

e. PAGA/LWDA Allocation

Pursuant to amendment to C.C.P. section 2699(m), civil penalties recovered by aggrieved employees shall be distributed as follows: 65 percent to the Labor and Workforce Development Agency ("LWDA") for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35 percent to the aggrieved employees. The amendments made to section 2699 apply to a civil action brought on or after June 19, 2024; for the PAGA actions brought before that date, the distribution is that 75% of the recovered penalties go to LWDA and 25% go to the aggrieved employees.

This action was filed April 8, 2024, so the amendment does not apply. The PAGA Payment shall be $15,000.00 with 75% for the LWDA award ($11,250.00) and 25% for the Individual PAGA Aggrieved Employee award ($3,750.00). (*Id*. at Ex. A, Settlement Agreement, § 1.28.)

f. Class Representative Service Payment

Plaintiff as Class Representative seeks approval of a service award $7,500.00, or additional payment that falls within the range of service payments typically awarded in similar class actions between $10,000.00 and $20,000.00. (*Id*. at Ex. A, Settlement Agreement, §§ 1.11, 1.24; Motion, 22:3-14.)

Application

Prior to settlement, the parties engaged in informal discovery and participated in private, arms-length mediation, and determined that the proposed settlement was fair and reasonable. (MPA, 18:28, 19:1-5.) Plaintiff argues that the settlement amount and the payment and expenses requested are presumptively fair and reasonable under all relevant circumstances considering Plaintiff's claims. (*Id*. at pp. 21-22.) No party has filed any objection or opposition to the preliminary approval motion. Furthermore, the proposed notice attached to the Supplemental Declaration of Smith as Exhibit 1 appears thorough and sufficient to adequately notify class members pursuant to Rule 3.769(f). For these reasons, the Court will grant preliminary approval.

CONCLUSION

Plaintiff's motion for preliminary approval is **GRANTED**. The Final Fairness Hearing is hereby set for Wednesday, **November 18, 2026,** at 3:00 p.m. in Department 17. Moving papers regarding final approval shall be filed no later than **October 9, 2026**. The Court will sign the proposed order lodged with the motion.

3-4. 24CV03326, Melo v. Vosburg

The Court rules as follows on Defendant Sarabeth N. Vosburg's ("Defendant") unopposed discovery motions filed against Plaintiff Pricilla M. Melo ("Plaintiff"):

1. Defendant's Motion to Compel Plaintiff's responses to Special Interrogatories, Set One, is **GRANTED**. Plaintiff shall serve verified, objection-free responses to these interrogatories on Defendant within 20 days of this Court's order.
2. Defendant's Motion to Compel Plaintiff's responses to Requests for Production, Set One, is **GRANTED**. Plaintiff shall serve verified, objection-free responses to these requests, as well as any responsive, non-privileged documents, on Defendant within 20 days of this Court's order. Any documents withheld on the basis of privilege shall be noted on a privilege log also to be served with Plaintiff's responses.

In the Court's discretion, the Court will not award monetary sanctions. Per Code of Civil Procedure ("C.C.P.") section 2023.040, "a request for a sanction shall, in the notice of motion, identify every person, party, and attorney against whom the sanction is sought, and specify the type of sanction sought." The Notice of Motion for both motions failed to mention sanctions. For failure to give Plaintiff adequate notice of the type of sanction sought as expressly required under C.C.P. section 2023.040, sanctions shall not be awarded as to either motion.

I. PROCEDURAL HISTORY

On October 13, 2025, Defendant served the first set of discovery responses on Plaintiff, which included Special Interrogatories ("SPROGs") and Requests for Production of Documents ("RFPDs"). (Motion to Compel Responses to RFPDs, 2:9-12; Motion to Compel Responses to SPROGs, 2:9-11.) Plaintiff's counsel, Counsel Young, failed to request any extensions and Plaintiff failed to ever respond. (Piotrowski Declarations, ¶¶ 4-9.)

On March 10, 2026, Defendant filed four motions to compel regarding the first set of discovery to which Plaintiff failed to respond. The Court, having ruled on the other two discovery motions filed, now considers the above-described motions. Defendant filed Notices of Non-Opposition to the motions stating that the moving papers were served properly on Plaintiff, but that no opposition had been timely filed or served.

II. MOTIONS TO COMPEL RESPONSES

Legal Standard

a. Interrogatories

A party who fails to serve a timely response to interrogatories absent evidence showing mistake, inadvertence, or excusable neglect, waives any right to object to the interrogatory, including objections based on privilege or work product, and the court shall impose monetary sanctions upon the party who unsuccessfully opposes a motion to compel initial responses. (C.C.P. § 2030.290.)

b. Demand for Production of Documents

A party to whom a document demand is directed must respond to each item in the demand with an agreement to comply, a representation of inability to comply, or an objection. (C.C.P. §2031.210(a).) If a responding party is not able to comply with a particular request, or part thereof, that party "shall affirm that a diligent search and a reasonable inquiry has been made in an effort to comply with that demand." (C.C.P. § 2031.230.) The statement shall also specify "whether the inability to comply is because the particular item or category has never existed, has been destroyed, has been lost, misplaced, or stolen, or has never been, or is no longer, in the possession, custody, or control of the responding party," and shall also set forth "the name and address of any natural person or organization known or believed by that party to have possession, custody, or control of that item or category of item." (*Ibid*.) Otherwise, if a responding party is objecting to a demand only, then the responding party must identify the demanded document, tangible thing, land, or electronically stored information to which an objection is being made, set forth the grounds for objection, and if privileged, provide a privilege log for the demanded items that are privileged. (C.C.P. § 2031.240.) If the responding party fails to timely respond, the demanding party may move for an order compelling a response. (C.C.P. § 2031.300(b).)

Analysis

Defendant moves unopposed to compel verified, objection-free responses from Plaintiff in response to Set One of Special Interrogatories and Requests for Production of Documents to which Plaintiff failed to timely respond. (Motion to Compel SPROGs, 3:4-20; Motion to Compel RFPDs, 3:4-20.) For each motion, Defendant requests sanctions of $540.00, which includes 2 hours of work on the motion at a rate of $240.00 per hour and $60.00 in filing costs. (Piotrowski Declarations, ¶ 10.)

As mentioned above, the Notices of Motion for both motions failed to request any sanctions, so the Court will not award sanctions for Defendant's failure to comply with C.C.P. section 2023.040. The Notices of Motion also cited incorrect code sections as support, but accurately described the type of motion being brought that was consistent with the supporting papers submitted with the Notices. The Court finds that both motions are warranted as Plaintiff has failed to request any extensions, to serve any objection or response to the discovery requests to date, or to oppose these motions to offer any substantial justification for the lack of response. As such, the Court will grant both motions, but not award the sanctions requested.

III. CONCLUSION

Defendant's Motion to Compel Plaintiff's responses to Special Interrogatories, Set One, is **GRANTED**. Plaintiff shall serve verified, objection-free responses to these interrogatories on Defendant within 20 days of this Court's order.

Defendant's Motion to Compel Plaintiff's responses to Requests for Production, Set One, is **GRANTED**. Plaintiff shall serve verified, objection-free responses to these requests, as well as any

responsive, non-privileged documents, on Defendant within 20 days of this Court's order. Any documents withheld on the basis of a privilege shall be noted on a privilege log also to be served with Plaintiff's responses.

For the reasons stated above, the Court in its discretion does not impose any sanctions for Defendant's failure to comply with section 2023.040. Defendant 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).

5. 24CV06833, Wells Fargo Bank, N.A. v. Weerts

Plaintiff Wells Fargo Bank, N.A.'s ("Plaintiff" or "Wells Fargo") unopposed motion to vacate the dismissal and entered judgment pursuant to Code of Civil Procedure ("C.C.P.") section 664.6 is **GRANTED**. Judgment shall be entered in the amount of **$11,970.00** against Defendant Marie Weerts ("Weerts") for the outstanding debt plus costs.

I. PROCEDURAL HISTORY

Wells Fargo brought this action against Weerts to collect payment on credit card debt owed in the amount of $13,117.40. (Motion, 4:3-4.) The parties entered into a "Stipulation for Entry of Judgment and Settlement and Release & Dismissal of Action with Consent to Court Retaining Jurisdiction Pursuant to C.C.P. § 664.6 & Court Order Thereon" (the "Stipulation"), according to which Weerts agreed to pay Wells Fargo to satisfy the debt owed. (Lopez Declaration, Exhibit 1, ¶ 1.) Weerts agreed to make the following payments: (1) $517.40 on or before September 22, 2025; (2) $525.00 on or before the 22nd of each and every consecutive month commencing on or before October 22, 2025, through and including August 8, 2027; and (3) $525.00 on or before September 22, 2027. (*Id*. at ¶ 2(A)-(C).) If Weerts defaulted on the payments, then Wells Fargo could file the Stipulation with this Court to request the full amount of the debt remaining, less payments made under the Stipulation and plus costs incurred pursuant to written declaration submitted by Wells Fargo. (Lopez Decl., Exhibit 1, ¶¶ 9-11, 19-20.) Weerts made payments totaling $1,567.40 then failed to make further payments after that date, leaving an outstanding amount of $11,550.00. (*Id*. at ¶ 5.) Wells Fargo sent a notice on or about March 13, 2026, of default allowing a week to cure the default, but Weerts did not cure the default. (*Id*. at ¶ 6, Exhibit 2.)

II. ANALYSIS

If parties to a pending litigation agree to sign a written stipulation for settlement of the case, then the court may upon noticed motion enter judgment pursuant to the terms of the settlement. (C.C.P. § 664.6(a).) The court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement if the parties request it. (*Ibid*.) "Section 664.6 was enacted to provide a summary procedure for specifically enforcing a settlement contract without the need for a new lawsuit." (*Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 809.)

Wells Fargo requests to vacate the dismissal and moves for entry of judgment per the Stipulation and section 664.6. (Motion, pp. 4-5.) Wells Fargo has properly served notice of this motion on Weerts, who has not opposed. (Proof of Service dated April 9, 2026; Amended Notice of Motion dated April 29, 2026.) Plaintiff moves the Court to enter judgment in the amount of $11,970.00 against Weerts, which includes the $11,550.00 balance remaining on the debt and $420.00 for filing and service of process costs. (Motion, 5:14-22.)

Wells Fargo sufficiently demonstrated that the parties entered into a valid written and signed settlement agreement, under which Weerts continues to owe after defaulting on payment obligations. Per the motion, the parties' Stipulation, and C.C.P. section 664.6, the Court finds it reasonable to enter judgment in the amount of $11,970.00 against Weerts for the remaining debt owed plus costs.

III. CONCLUSION

Accordingly, the motion is **GRANTED**. Judgment shall be entered in the amount of **$11,970.00** against Weerts for the outstanding debt plus costs. Unless the parties request and appear for oral argument, the Court will sign the proposed order and proposed judgment lodged with the motion.

6. 24CV07437, Castanon v. Enphase Energy, Inc.

Plaintiff Hector Castanon's unopposed motion for the Court's approval of the parties' Private Attorney General Act ("PAGA") settlement with Defendants Enphase Energy, Inc. and Enphase Service Company, LLC (together "Enphase") is **GRANTED**.

I. PROCEDURAL HISTORY

Plaintiff, individually as an aggrieved employee and on behalf of the State of California and other non-party aggrieved employees, brought this action for PAGA enforcement and civil penalties against her former employer, Enphase. (Complaint, ¶ 1.) Plaintiff's Complaint alleges Labor Code violations for failure to pay overtime, failure to pay minimum wages, failure to authorize and permit rest periods, failure to provide meal periods, failure to provide heat recovery periods, etc. (Motions, pp. 8-9.) Prior to filing the action, Plaintiff gave written notice to the LWDA and to Enphase of her intent to pursue PAGA civil penalties. (Perez Decl., ¶ 5, Exhibit 2.) After extensive, arms-length, informed negotiations with an experienced mediator, Daniel Turner, Esq., and an informal exchange of information and data, the parties settled. (Motion, 8:25-28, 9:1-19.) As required per Lab. Code. Section 2699(s)(2), Plaintiff submitted a copy of the fully executed proposed PAGA settlement through the LWDA's website. (Perez Decl., Exhibit 1.)

Now, Plaintiff seeks the Court's approval of the PAGA settlement with Enphase. Though the motion was timely and properly served, no opposition or objection has been filed. Enphase filed a notice of non-opposition.

II. MOTIONS FOR APPROVAL OF PAGA SETTLEMENT

A. Legal Standard

Generally, the California Labor Code contains provisions designed to protect the health, safety, and compensation of workers. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 80.) The Legislature enacted PAGA to authorize "aggrieved employees" to pursue civil penalties on the state's behalf to facilitate broader enforcement of the Labor Code. (*Id*. at p. 81.) When an aggrieved employee seeks PAGA penalties, the employee must notify the employer and also the Labor and Workforce Development Agency ("LWDA") via a PAGA Notice that specifies which labor violations are alleged and the facts and theories supporting the claim. (*Ibid*.) For these reasons, a PAGA claim is legally and conceptually different from an employee's own suit for damages and statutory penalties because an employee suing under PAGA "does so as the proxy or agent of the state's labor law enforcement agencies." (*Id*. at p. 81.)

The Supreme Court of California has held that a representative action under PAGA is not the same as a class action and that the Legislature did not necessarily intend to impose class action requirements on representative PAGA actions. (*Arias v. Superior Ct.* (2009) 46 Cal.4th 969, 984.) A PAGA representative action is a type of qui tam action designed to benefit the general public. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81.)

A PAGA claimant may settle their claims, but the PAGA settlement is subject to trial court review and approval as a safeguard to ensure that any negotiated resolution is fair to those affected. (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) The proposed PAGA settlement shall be submitted to the LWDA at the same time that it is submitted to the court for review and approval. (Lab. Code § 2699(s)(2).)

Pursuant to amendment to C.C.P. section 2699(m), civil penalties recovered by aggrieved employees shall be distributed as follows: 65 percent to the Labor and Workforce Development Agency ("LWDA") for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35 percent to the aggrieved employees. The amendments made to section 2699 apply to a civil action brought on or after June 19, 2024; for the PAGA actions brought before that date, the distribution is that 75% of the recovered penalties go to LWDA and 25% go to the aggrieved employees.

B. Analysis

As explained above, the parties engaged in informal discovery and mediation and reached settlement. Now, Plaintiff moves for the Court's approval of the PAGA settlement. The parties settled on the following terms:

1. Enphase agrees to pay a non-reversionary gross settlement amount of $150,000.00. (Perez Decl., Exhibit 1, Settlement Agreement, §§ 4, 11.)

2. $3,450.00 shall be deducted for Simpluris' administration costs. (Id. at Settlement Agreement, § 16.)

3. $10,000.00 shall be deducted for Plaintiff's enhancement payment and general release. (*Id*. at Settlement Agreement, § 14.)

4. $50,000.00 (33% of the Settlement) shall be deducted for Plaintiff's PAGA Counsel's attorney fees. (*Id*. at Settlement Agreement, § 13.)

5. $14,619.97 shall be deducted for Plaintiff's PAGA Counsel's actual litigation costs. (*Id*. at Settlement Agreement, § 13; Motion, 8:9-12.)

6. As this action was brought after June 19, 2024, the amendment to section 2699(m) applies requiring a distribution of civil penalties of 65% to the LWDA and 35% to the aggrieved employees. Here, Plaintiff proposes a PAGA Penalties fund of $71,930.03, from which $46,754.52 (65%) shall be paid for PAGA Penalties to the LWDA and $25,175.51 (35%) for aggrieved employees on a pro rata basis. (Motion, pp. 7-8.)

As noted in Plaintiff's unopposed motion, Plaintiff argues that the settlement terms satisfy PAGA's purpose and the State's interest because the PAGA penalties and the other costs agreed upon by the parties are fair and reasonable. (Motions, pp. 9-22.) As mentioned above, Enphase does not oppose or object to the motion.

Overall, the Court finds that the proposed settlement terms agreed to by the parties are fair and reasonable to suit PAGA's purpose and the State's interest and that the parties have adequately complied with the statutory requirements of PAGA.

III. CONCLUSION

The motion is **GRANTED**. Unless oral argument is requested, the Court will sign the proposed order lodged with the Court.

7. 25CV02399, Mork v. Sjogreen

Counsel Everett Dorey LLP and Sylvia Schaffer ("Counsel") move unopposed to be relieved as counsel for clients Cross-Defendant CA Republic Trees, LLC only. The motion is **GRANTED**, per Code of Civil Procedure section 284(2).

Counsel's declaration states that Cross-Defendant CA Republic Trees is a suspended corporation and therefore has lost its legal rights, powers, and privileges. (Counsel Decl., ¶ 2.) Though Counsel clarifies that the firm will continue to represent Cross-Defendant Cody Thompson, the suspended company's CEO, in his individual capacity, the Court notes that another Motion to Be

Relieved as Counsel for Cody Thompson was filed by Counsel as well, which is set to be heard on August 5, 2026. (*Ibid*.) As for the instant motion, no objection or opposition has been filed. As such, the Court grants the motion and, unless oral argument is requested, the Court will sign the proposed order lodged with the motion.

8. 25CV05894, Bank of America N.A. v. Gordon

Plaintiff Bank of America, N.A.'s ("Plaintiff") unopposed motion for Judgment on the Pleadings ("JOTP") is **GRANTED without leave to amend**.

I. PROCEDURAL HISTORY

Plaintiff commenced this action on or about August 26, 2025, to collect damages of $7,154.83 on credit card debt that self-represented Defendant Corrie Gordon failed to pay. (See generally, Complaint.) Gordon filed an Answer stating that he admitted all of the statements of the Complaint without specifying any exception, but arguing that the interest charges applied were "excessive and unconscionable." (See generally, Answer.) The Answer contained no affirmative defenses, but made an offer to pay an amount lower than the damages claimed to resolve the issue. (*Ibid*.)

Plaintiff filed this JOTP motion based on the Answer which admitted to all of the allegations in the Complaint and stated no affirmative defense. Plaintiff's counsel attempted to meet and confer via telephone. (Oyama Decl., ¶ 5.) There was no answer at the telephone number, but the voicemail box identified the number belonging to "Corrie Gordon" so Plaintiff's counsel left a detailed message with a direct number at which to reach Plaintiff's counsel, but never received any call back. (Oyama Decl., ¶ 5.)

II. ANALYSIS

A plaintiff may move for Judgment on the Pleadings on the grounds that the complaint states facts sufficient to constitute a cause or causes of action against the defendant and the answer does not state facts sufficient to constitute a defense to the complaint. (C.C.P. § 438(c)(1).) Before filing the motion, the moving party shall meet and confer in person, by telephone, or by video conference with the party who filed the pleading that is subject to the motion for judgment on the pleadings for the purpose of determining if an agreement can be reached that resolves the claims to be raised in the motion for judgment on the pleadings. (C.C.P. § 439.)

Plaintiff's JOTP motion is made on the basis that the Complaint states facts sufficient to constitute a valid claim for Breach of Contract and Gordon admitted to all of those facts and allegations without stating any affirmative defenses. (Motion, 2:22-25.) Gordon simply stated his financial situation. (Answer, ¶ 6.c.)

Based on the foregoing, the Court will grant the unopposed JOTP motion without leave to amend because from the pleadings, it is clear that the Complaint states facts sufficient to constitute a

claim for Breach of Contract and that the Answer failed to state any valid defense. Plaintiff also submitted a Memorandum of Costs describing incurred filing and service costs of $358.61.

III. CONCLUSION

The JOTP motion is **GRANTED without leave to amend** in favor of Plaintiff Complaint. Unless oral argument is requested, the Court will sign the proposed order and judgment lodged with Amended JOTP on April 3, 2026.

9. 25CV07936, Wells Fargo Bank, N.A. v. Darnell

Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") moves for summary judgment ("MSJ") against Karolee M. Darnell ("Darnell") as to all causes of action alleged in Wells Fargo's Complaint. The motion is **GRANTED** per Code of Civil Procedure ("C.C.P.") section 437c.

I. BACKGROUND & PROCEDURE

Wells Fargo brought this action alleging breach of written contract and breach of contract implied in fact regarding credit card debt Darnell owes to Wells Fargo. (MSJ, 3:10-28.) Darnell opened a credit card account with Wells Fargo under account number ending in 8901. (Undisputed Material Fact ["UMF"] No. 1.) When Wells Fargo sent the credit card to Darnell, Wells Fargo also sent a written Customer Agreement associated with credit card. (UMF No. 2; Complaint, Exhibit A.) By continuing to use the credit card without any complaint, dispute, or cancellation, Wells Fargo claims that Darnell accepted the terms of the Customer Agreement. (MPA, 4:2-22; UMF Nos. 3-10.) Wells Fargo sent Darnell monthly statements each and every billing period showing all charges, payments, minimum payment due that billing period, and any fees and interests accrued. (UMF Nos. 7-8.) Darnell made payments on the account, but defaulted on making any payments after January 9, 2025. (MPA, 4:23-26; UMF Nos. 11-12; Declaration of Plaintiff's Qualified Witness, ¶¶ 21-23.) Currently, the outstanding remaining balance due is $7,187.37. (MSJ, 4:27-28; UMF Nos. 13-14; Declaration of Plaintiff's Qualified Witness, ¶¶ 22-23.)

Wells Fargo moves for summary judgment on all causes of action in Wells Fargo's Complaint to collect the unpaid balance on the credit card plus court costs of $725.00. (MSJ, 7:9-18; See generally Memorandum of Costs.) Darnell opposes the MSJ. Wells Fargo submitted a Reply.

II. ANALYSIS

<u>Legal Standard</u>

Motion for Summary Judgment

Per Code of Civil Procedure ("C.C.P.") section 437c(a), any party may move for summary judgment in any action or proceeding if it is contended that the action has no merit or that there is no defense to the action or proceeding. 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." (C.C.P. § 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," such that there is no defense. (*Thompson v. Ioane* (2017) 11 Cal.App.5th 1180, 1195.) If a plaintiff meets this initial burden, the burden shifts to the defendant to provide sufficient evidence to raise a triable issue of fact. (C.C.P. § 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 v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 845.) A moving party does not meet the initial burden if some "reasonable inference" can be drawn from the moving party's own evidence which creates a triable issue of material fact. (*Binder v. Aetna Life Ins. Co*. (1999) 75 Cal.App.4th 832, 840.) If the moving defendant cannot meet the initial burden, the plaintiff has no evidentiary burden. (C.C.P. § 437c(p)(2).)

Breach of Contract

In order to state a breach of contract cause of action, plaintiff must plead legally actionable damages. (*Gautier v. General Tel. Co.* (1965) 234 Cal.App.2d 302, 305.) The plaintiff will not be entitled to damages for injury to name, character, or personal reputation. (*Ibid*.) Damages for loss of profits on account of breach of contract are generally the subject of evidence rather than pleading unless some special loss is claimed. (*Brunvold v. Johnson* (1939) 36 Cal.App.2d 226, 231.) To claim special damages, plaintiff must state facts and the amount of damages with particularity. (*Shook v. Pearson* (1950) 99 Cal.App.2d 348, 352.) If special damages depend on proof of different circumstances than general damages, the grounds of each claim must be alleged. (*Ibid*.)

<u>Wells Fargo's MSJ</u>

Wells Fargo claims that Darnell's continued use of the credit card, payments on the principal and interest, and lack of any dispute on charges on the credit card constitutes Darnell' compliance with the Customer Agreement and its terms and conditions up until default. (MSJ, pp. 6-7.) Wells Fargo seeks damages of $7,187.37 plus court costs of $725.00, which includes a filing fee of $225.00 and $500.00 for this motion, as shown in Wells Fargo's memorandum of costs. (See Memorandum of Costs; MSJ, 7:9-18.)

<u>Darnell's Opposition</u>

Darnell opposes the MSJ. First, Darnell argues that there remains a triable issue of fact as to whether the documents submitted in support of the MSJ reflect a closed account or an open account, as only a closed account can be an account stated. (Opposition, pp. 4-5.) Second, Darnell argues that there is no evidence that a valid contract existed between Darnell and Wells Fargo, so remains a triable issue of fact whether the Customer Agreement attached to the Complaint constitutes a valid contract. (*Id*. at pp. 7-9.) Third, Darnell argues that Wells Fargo did not comply with the "Truth-in-Lending Act" that

imposes a comprehensive scheme for the regulation of credit card accounts and requires certain disclosures to be made in writing. (*Id*. at pp. 13-15.)

Darnell also argues that Wells Fargo's use of computer records as evidence without proper authentication precludes admission of these records as evidence to establish that an open book account existed because certain foundational requirements need to be met. (*Id*. at 6:3-28.) Darnell states that the declarations submitted in support of the MSJ are objectionable. (*Id*. pp. 9-13.) The Court notes that Darnell failed to submit a separate written evidentiary objection to these records and declarations on the stated bases, but rather only suggested in the Opposition that Wells Fargo's evidence is objectionable, which is neither a procedurally adequate nor proper way to object to Wells Fargo's evidence submitted in support of the MSJ.

Finally, Darnell requests arbitration under the Customer Agreement. (Opposition, 15:4-8.)

Reply

In the Reply, Wells Fargo notes that Darnell has admitted that Plaintiff's material facts are true because the Opposition failed to deny any of Wells Fargo's factual statements and failed to list any supporting evidence for any disputed facts. (Reply, pp. 2-3.) Wells Fargo also argues that Darnell failed to produce any evidence that demonstrates there exists a triable issue of fact and that it is not necessary to produce a signed credit card agreement because acceptance of an offer can be manifested by conduct as well as words. (*Id*. at pp. 4-5.) In support, Wells Fargo also cites to a case that was later abrogated by another ruling. (*Ibid*.)

Wells Fargo argues that Darnell's declaration and inability to recall do not create a triable issue of material fact. (Reply, pp. 5-9.) Wells Fargo argues that there was no violation of the Truth-in-Lending Act, but even if there were a violation, it does not preclude summary judgment on the grounds stated in the MSJ. (Reply, pp. 10-13.) Wells Fargo also addresses the arguments in the Opposition that Wells Fargo's submitted evidence is objectionable. (*Id*. at pp. 13-16.)

Application

The Court finds that Wells Fargo has met the burden of proving that there remains no triable issues of material fact as to any of its claims, based on the moving papers and the documents submitted in support, and that Darnell did not sufficiently demonstrate that there does continue to exist any triable issue of material fact remaining. As Darnell failed to meet his burden of showing there is still a remaining issue of triable fact as to Wells Fargo's claims, the Court will grant Wells Fargo's motion in its entirety and will award the judgment requested.

III. CONCLUSION

Based on the foregoing, Wells Fargo's motion for summary judgment is **GRANTED**. Wells Fargo 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).