TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, September 16, 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):
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The following tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument as to any motion, **YOU MUST NOTIFY** Judge Gaskell's Judicial Assistant by telephone at **(707) 521-6723**, 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. 24CV05801, Hampton v. FCA US, LLC

Plaintiff Anthony J. Hampton's ("Plaintiff") motion for attorney's fees, costs, and expenses is **GRANTED** for the reduced amount of **$19,909.50 for attorneys' fees** against Defendant FCA US, LLC ("FCA" or "Defendant"). The Court **GRANTS** Plaintiff's request for judicial notice of the 44 state court records submitted in support of the motion for fees.

I. PROCEDURAL HISTORY

Plaintiff commenced this action against FCA for claims brought under the Song-Beverly Consumer Warranty Act (the "Act") regarding a 2020 Ram 1500 (the "Vehicle") that FCA manufactured and distributed. (Motion, pp. 1-2.) On June 11, 2025, Defendant served a Code of Civil Procedure ("C.C.P.") section 998 Offer to Compromise in the amount of $3,500.00 plus attorney's fees in the amount of $1,500.00, which Plaintiff did not accept. (*Id*. at 1:19-21.) The same terms were offered again on October 6, 2025, which Plaintiff again did not accept. (*Id*. at 1:21-23.) On January 23, 2026, Defendant served a third Offer to Compromise in the amount of $88,963.88, for surrender of the Subject Vehicle, plus recoverable attorney's fees, costs, and expenses per noticed motion, which Plaintiff accepted on

February 5, 2026. (*Id*. at 1:23-26.) Now, Plaintiff moves for fees and costs under the parties' C.C.P. section 998 Offer to Compromise and under Civil Code section 1794(d). (Motion, 2:2-12.) Defendant opposed the motion to request that the Court deny the request for a multiplier and reduce the fees and costs requested.

II. ANALYSIS

Legal Standard

Attorney's Fees

Under Code of Civil Procedure section 1032, attorney's fees are an allowable cost when authorized by contract, statute, or law. (C.C.P. § 1033.5(a)(10)(B).) In general, the "prevailing party" is entitled as a matter of right to recover costs of suit in any action or proceeding. (*Santisas v. Goodin* (1998) 17 Cal.4th 599, 606.)

Fees Under Song-Beverly Consumer Warranty Act

Per Civil Code section 1794(d), if the buyer prevails, they may recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees based on actual time expended, determined by the court to have been reasonably incurred by the buyer in connection with the commencement and prosecution of such action.

Plaintiff's Fees Motion

Per Civil Code section 1794(d), Plaintiff's counsel requests attorney's fees and costs to be awarded for the total amount of $31,568.31, which amount includes:

1. $19,909.50 for attorney's fees incurred by Strategic Legal Practices, APC based on Lodestar calculated rates of administrative clerks and attorney fees between $195.00-$665.00 per hour dependent on experience level. (Shahian Decl., ¶¶ 3-16.)

2. Multiplier enhancement of 1.35 x base attorney's fees arguing that Plaintiff's counsel obtained an excellent outcome, that the risks posed by this litigation were substantial, and that the delay of payment justifies a multiplier. (Shahian Decl., ¶ 27; Motion, pp. 7-9.)

3. $1,500.00 for additional anticipated fees for Reply and attendance at the hearing. (Shahian Decl., ¶ 27.)

4. $3,190.48 in costs and expenses. (Shahian Decl., ¶ 27.)

Opposition

Defendant requests that the Court deny the request for fees in the following ways:

1. That the Court reduce the base fees requested by $3,638.00 because there are too many attorneys handling the matter;

2. That the Court not award the requested multiplier because this matter did not involve novel and difficult questions, Plaintiff's counsel's skill displayed was minimal, the case resolved with minimal litigation, and Plaintiff's counsel's hourly rate was more than adequate at the outset;

3. That anticipated fees are not recoverable because these were not incurred; and

4. That the costs requested are unsupported because Plaintiff failed to file and serve a Memorandum of Costs per California Rules of Court, Rule 3.1700(a)(1)

There was no reply filed.

<u>Application</u>

Based on the moving papers, the Court finds Plaintiff is entitled to attorney's fees per Civil Code section 1794(d), C.C.P. sections 1032 and 1033.5, as the prevailing party of this action for the purposes of a fees motion after the parties' agreement to compromise under C.C.P. section 998.

However, the Court does not find any reasonable basis to award the 1.35 multiplier requested because this action does not present any novel or complex issues that are any different from the ordinary issues and claims involved in other Song-Beverly actions litigated by Plaintiff's counsel's firm, which specializes in this practice area. The parties were able reasonably settle their claims through a section 998 offer to compromise prior to trial. So, the Court will not apply the requested multiplier.

Additionally, Plaintiff failed to file a required Memorandum of Costs to support the claim for costs and never submitted a Reply brief to warrant the anticipatory fees requested in the Motion. For these reasons, the Court will not award either of these requests.

In total, the Court awards Plaintiff with only the $19,909.50 requested as the base fee.

III. <u>CONCLUSION</u>

Based on the foregoing, Plaintiff's motion for attorneys' fees is **GRANTED** for the reduced amount of **$19,909.50** for fees only. Plaintiff shall submit a written order on the motion to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

<u>2. 25CV01244, Hallock v. CMOUTS LLC</u>

Plaintiff Carter C. Hallock's Motion for Leave to Amend and to file the proposed Third Amended Complaint is **DENIED**. As noted in Defendants Wendy C. Jardine and CMOUTS, LLC's opposition, the Court issued an order on May 22, 2026, sustaining Defendants' Demurrer to Plaintiff's Second Amended Complaint without leave to amend. Thus, the Court will not allow Plaintiff to circumvent the previous order issued sustaining Defendants' Demurrer without leave to amend by awarding the relief requested in this motion.

Defendants shall submit a written order to the Court consistent with this tentative ruling as to Plaintiff's motion and in compliance with Rule of Court 3.1312(a) and (b).

3. 25CV05167, Hallock v. Weisman

Plaintiff Carter C. Hallock's Motion for Leave to Amend and to file the proposed Second Amended Complaint is **DENIED**. The Court issued an order on June 26, 2026, granting Defendant Melissa Weisman's anti-SLAPP motion without leave to amend. The motion repeats previous arguments and makes no mention of legal authority to support granting the relief requested after the Court has already sustained an anti-SLAPP motion without leave to amend as to Plaintiff's operative pleading.

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

4. 26CV00462, Wells Fargo Bank, N.A. v. Santoyo

Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") moves for summary judgment ("MSJ") against Defendant Briseida Santoyo ("Santoyo") as to all causes of action alleged in Wells Fargo's Complaint. The unopposed 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 Santoyo owes to Wells Fargo. (Complaint, pp. 3-4.) Santoyo opened a credit card account with Wells Fargo under account number ending in 3150. (Undisputed Material Fact ["UMF"] No. 1.) When Wells Fargo sent the credit card to Santoyo, Wells Fargo also sent a written Customer Agreement associated with the 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 Santoyo accepted the terms of the Customer Agreement. (MPA, 4:3-28; UMF Nos. 3-10.) Wells Fargo sent Santoyo 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.) Santoyo made payments on the account but defaulted on making any payments after October 17, 2025. (MPA, 5:23-26; 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, 8:9-18; See generally Memorandum of Costs.) Santoyo opposes the MSJ. Wells Fargo submitted a Reply.

II. ANALYSIS

Legal Standard

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. (*Shook v. Pearson* (1950) 99 Cal.App.2d 348, 352.)

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

Wells Fargo claims that Santoyo continued use of the credit card, payments on the principal and interest, and lack of any dispute on charges on the credit card constitutes Santoyo' compliance with the Customer Agreement and its terms and conditions up until default. (MSJ, pp. 6-7.) Wells Fargo seeks damages of $9,759.35 for the remaining unpaid balance plus court costs of $725.00 for filing and motion fees as shown in Wells Fargo's memorandum of costs. (See Memorandum of Costs; MSJ, 8:14-18.)

<u>Santoyo's Opposition</u>

Santoyo opposes the MSJ. First, Santoyo 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, 5:20-27.) Second, Santoyo argues that there is no evidence that a valid contract existed between Santoyo 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. 4-5.) Third, Santoyo 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.)

Santoyo takes issue with evidence submitted in support of the MSJ, but does not comply with California Rules of Court, Rule 3.1354, which requires all evidentiary objections in support of an opposition to an MSJ to be served separately from the other opposition papers and filed at the same time as the opposition. As such, the Court will not consider these.

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

Reply

In the Reply, Wells Fargo notes that Santoyo 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 Santoyo 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.)

Wells Fargo argues that Santoyo's declaration and inability to recall do not create a triable issue of material fact. (Reply, pp. 7-9.) 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.)

Application

The Court finds that Wells Fargo has met the burden of proving that no triable issues of material fact remain as to any of its claims, based on the moving papers and the documents submitted in support. The burden shifted to Santoyo to show there is a remaining triable issue of fact, but Santoyo failed to meet this burden of showing there is still a remaining issue of triable fact as to Wells Fargo's claims. Thus, 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**. Unless oral argument is requested, the Court will sign the proposed order and judgment lodged with the motion.

5. 26CV00796, Schoenrock v. Petco Animal Supplies, Inc.

Defendant Petco Animal Supplies Stores, Inc.'s ("Petco") Demurrer to self-represented Plaintiff Darla Schoenrock's Complaint is **SUSTAINED with leave to amend**. Plaintiff shall file her First Amended Complaint within 30 days of receiving notice of entry of this Court's order. Petco's requests for judicial notice are addressed below.

I. PROCEDURAL HISTORY

Plaintiff's action is brought under the Private Attorneys General Act (PAGA) and alleges that she filed a Notice of Intent to File a PAGA Claim with the California Labor and Workforce Development Agency (LWDA) on October 13, 2025. (Complaint, pp. 1-2.) She alleges labor code violations against Petco as an alleged aggrieved employee. (*Id*. at 1:26-28.)

Petco demurs to the entire Complaint. Petco's counsel met and conferred with Plaintiff regarding issues raised in the Demurrer, but Plaintiff disagreed with Petco's assertions in the Demurrer and the parties did not resolve their issues. Plaintiff opposes the Demurrer. Petco submitted a Reply.

II. REQUESTS FOR JUDICIAL NOTICE

Per Evidence Code section 452, the Court **GRANTS** judicial notice of the following items:

1. Complaint filed by Robert Villescas in *Villescas v. Petco Animal Supplies Stores, Inc*. (San Bernardino County Superior Court, Case No. CIVSB2306447);

2. Complaint filed by Michael Lewis in *Lewis v. Petco Animal Supplies Stores, Inc.* (Orange County Superior Court, Case No. 30-2023-01321144-CU-OE-CXC);

3. Complaint filed by Alanna Harrison in *Harrison v. Petco Animal Supplies Stores, Inc*. (San Diego County Superior Court, Case No. 37-2023-00033460-CU-OE-CTL);

4. Petition for Coordination filed by Petco on August 2, 2024, in *Villescas v. Petco Animal Supplies Stores, Inc*. (San Bernardino County Superior Court, Case No. CIVSB2306447);

5. Minute Order dated June 5, 2025, granting coordination of the cases under the title *Petco Wage and Hour Cases*, in the San Bernardino County Superior Court, Case No. JCCP5347;

6. Plaintiff's PAGA Notice submitted to the LWDA on August 13, 2025;

7. Joint Case Management Conference Statement filed by the parties on June 18, 2026, in the *Petco Wage and Hour Cases*, Case No. JCCP5347; and

8. The Online Docket for this Action.

III. DEMURRER

Legal Standard

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).) 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 judicially noticed facts 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, but the distinction between conclusions of law and ultimate facts is not at all clear and involves at most a matter of degree. (*Perkins v. Superior Court* (1981) 117 Cal.App.3d 1, 6.)

Leave to amend should generally be granted liberally where there is some reasonable possibility that a party may cure the defect through amendment. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318.) The burden of proving that there is a reasonable possibility to cure the defect is squarely on the party that filed the pleading, but if that burden is met and leave to amend is not granted, then that constitutes an abuse of discretion by the trial court. (*Ibid*.)

<u>Analysis</u>

Petco demurs to the Complaint on the basis that Plaintiff is a pro per litigant and cannot bring a PAGA action self-represented due to the representative nature of a PAGA claim. (Demurrer, pp. 10-12.) Furthermore, Petco argues that Plaintiff failed to comply with mandatory pre-filing requirements for a PAGA claim because the PAGA Notice must identify the specific provisions of the Labor Code that were violated and the facts and theories that support the alleged violation. (*Id*. at pp. 12-14.) Finally, Petco argues that Plaintiff's PAGA Claim is time-barred because it is outside of the one-year statute of limitations under California Code of Civil Procedure section 340. (*Id*. at pp. 14-15.) Plaintiff's last day of employment was more than one year prior to the 65-day tolling period applied after Plaintiff filed her PAGA Notice with the LWDA. (*Ibid*.) Alternatively, Petco requests that the Court stay the matter under the exclusive concurrent jurisdiction doctrine. (Demurrer, pp. 14-17.)

In the Opposition, Plaintiff argues that Petco failed to establish that she is not legally capable of prosecuting her own PAGA action and that the legal authority cited in support of Petco's position is federal, so it is persuasive but not mandatory for this Court to follow. (Opposition, pp. 4-5.) Plaintiff also argues that the defects in the PAGA Notice do not warrant dismissal of the action. (*Id*. at pp. 5-6.) Finally, Plaintiff argues that she submitted the PAGA Notice on October 11, even though the Notice itself is dated October 13, so she is within the statute of limitations. (*Id*. at pp. 6-9.) Plaintiff argues that any request for stay should be considered separately from the sufficiency of the Complaint and requests leave to amend any defects the Court finds with the Complaint. (Opposition, pp. 11-12.)

The Reply mainly reaffirms the arguments made in the Demurrer.

The Court will **SUSTAIN** the Demurrer but will allow leave to amend if there is any reasonable possibility that Plaintiff can cure the defects raised in this Demurrer.

IV. <u>CONCLUSION</u>

Based on the foregoing, the unopposed Demurrer is **SUSTAINED with leave to amend** Plaintiff shall file and serve their First Amended Complaint within 30 days of service of entry of this Court's order. Petco 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. SCV-273510, Standring v. Workrite Ergonomics, LLC

The Court **GRANTS** Plaintiff David Standring's ("Plaintiff") unopposed motion for final approval of class and representative PAGA action settlement.

I. PROCEDURAL HISTORY

Plaintiff brought this class action against Defendants Workrite Ergonomics, LLC, and Gary D. Nelson Associates, Inc. ("Defendants") for labor code violations by way of their employment practices and policies. (Memorandum of Points & Authorities ["MPA"], 1:2-8.) After informal discovery and a private mediation, the parties reached a class settlement reflected under the parties' proposed Settlement Agreement. (*Id*. at 1:9-28; Bell Decl., Exhibit 1.) The Court granted Plaintiff's unopposed motion for preliminary approval of the class and representative PAGA action settlement and set a Final Fairness Hearing. Plaintiff now moves for final approval of the parties' Settlement. (MPA, 2:8-14.)

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.)

Plaintiff's Motion for Final Approval

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

1. Class Members

The Class is: (a) all non-exempt employees employed by Workrite in California during the PAGA Period and (b) all non-exempt employees employed by Nelson and assigned to work at Workrite in California during the Class Period (December 20, 2018, through preliminary approval date). (Settlement Agreement, §§ 1.5, 1.12.)

2. Settlement

The Gross Settlement Amount is $521,739.13 (as reflected in the Final Approval motion, although the Settlement Agreement attached as Exhibit 1 to the Bell Declaration states that the total is $500,000.00). (Final Approval Motion, 1:9-12.)

3. Administrator

Although the Motion estimates payment of the expenses of the Administrator for its services to be $9,980.00, the Shim Declaration states that costs both anticipated and incurred amount to $6,490.00. (Shim Decl., ¶ 20.)

4. Attorney Fees and Costs

Class Counsel requests an increased amount of fees for $173,913.04 even though the Settlement Agreement and Preliminary Approval Motion only contemplated fees up to $166,666.67. (MPA, 1:16.) Class Counsel seeks costs of $18,076.00. (*Id*. at 11:16-25.)

5. PAGA/LWDA Allocation

The PAGA Payment shall be $20,000.00 with 75% for the LWDA award ($15,000.00) and 25% for the Individual PAGA Aggrieved Employee award ($5,000.00). (Settlement Agreement, § 3.2.5.)

6. Class Representative Service Payment

Plaintiff is Class Representative. (Settlement Agreement, § 1.13.) Per the Settlement, the Class Representative Service Award is $10,000.00. (Settlement Agreement, 3.2.1.)

7. 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.)

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 participated in private, arms-length mediation, and determined that the proposed settlement was fair and reasonable. (MPA, pp. 2-7.) 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. (MPA, pp. 8-11.) No party has filed any objection to the settlement or opposition to the final approval motion. (Shim Decl., ¶¶ 10-14.)

<u>Application</u>

The motion's arguments support the presumption of fairness in the parties' settlement, reached after the parties participated in arm's length mediation and extensive formal and informal discovery. 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**. Unless oral argument is requested, the Court will sign the proposed order and judgment lodged with the motion.