Tentative Rulings for February 4, 2026
Department 501

For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) ***The above rule also applies to cases listed in this "must appear" section.***

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

20CECG00607 ***Pete Hall v. Fresno Unified School District Employee Health Care Plan*** **is continued to Wednesday, February 18, 2026, at 3:30 p.m. in Department 501.**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 501

Begin at the next page

(03)

Tentative Ruling

Re: ***Spencer v. Community Hospital of Central California***
Case No. 25CECG03557

Hearing Date: February 4, 2026 (Dept. 501)

Motion: by Defendants to Compel Arbitration and Stay All Civil Proceedings

Tentative Ruling:

To grant defendants' motion to compel plaintiff to arbitrate her claims. To grant the motion to stay the pending court action until the arbitration has been resolved.

Explanation:

"[W]hen a petition to compel arbitration is filed and accompanied by prima facie evidence of a written agreement to arbitrate the controversy, the court itself must determine whether the agreement exists and, if any defense to its enforcement is raised, whether it is enforceable. Because the existence of the agreement is a statutory prerequisite to granting the petition, the petitioner bears the burden of proving its existence by a preponderance of the evidence. If the party opposing the petition raises a defense to enforcement - either fraud in the execution voiding the agreement, or a statutory defense of waiver or revocation (see § 1281.2, subds. (a), (b)) - that party bears the burden of producing evidence of, and proving by a preponderance of the evidence, any fact necessary to the defense." (*Rosenthal v. Great Western Fin. Securities Corp*. (1996)14 Cal. 4th 394, 413.) Thus, in ruling on a motion to compel arbitration, the court must first determine whether the parties actually agreed to arbitrate the dispute, and general principles of California contract law guide the court in making this determination. (*Mendez v. Mid-Wilshire Health Care Center* (2013) 220 Cal.App.4th 534.)

In the present case, defendants have met their burden of showing that plaintiff agreed to arbitrate her employment-related disputes with them. Defendants have presented a copy of the arbitration agreement, signed by plaintiff, in which she agreed to submit "any employment-related disputes that may arise" between herself and her employer, Fresno Community Hospital and Medical Center (CMC) to binding arbitration. (Exhibit A to decl. of Rachel Howard.) Defendant's Vice President of HR Workforce Management, Katherine Baca, also lays an adequate foundation for the agreement and authenticates it as a business record of defendant. (Baca decl., ¶¶ 2-5.) Plaintiff has raised objections to the Baca declaration and the attached copy of the arbitration agreement, but the court intends to overrule them.

Plaintiff contends that defendants have not shown that the agreement was between the same entities that are now seeking to enforce the agreement, and therefore the agreement does not apply to her claims. She points out that the arbitration agreement states that her facility assignment is "Clovis Community Medical Center" (CCMC), and that she has not worked at CCMC since 2020. She now works at a different

facility in a different city, namely Community Regional Medical Center (CRMC) in Fresno. She never executed a new arbitration agreement when she moved to CRMC. Thus, she contends that the agreement is not enforceable, as it relates to a different facility that the one where she presently works. She also contends that one of the defendants, Community Hospitals of Central California (CHCC) is not a party to the agreement, and therefore it cannot compel her to arbitrate her claims. In addition, she points out that the agreement only names "Community Medical Centers" (CMC) as the dba of Fresno Community Hospital and Medical Center, and that she has sued a different dba of Fresno Community, Community Health System. Thus, she contends that the agreement is ambiguous as to which parties are bound by it. Therefore, she concludes that the agreement is unenforceable by the moving defendants.

Plaintiff's first amended complaint names Fresno Community Hospital and Medical Center, dba Community Health System, and Community Hospitals of Central California as defendants. (FAC, ¶ 14.) The arbitration agreement states that it is between plaintiff and "Fresno Community Hospital and Medical Center, doing business as Community Medical Centers ('CMC')…" (Dispute Resolution Agreement, first paragraph.) CHCC is not listed as a party to the agreement. (*Ibid*.) Thus, there are some discrepancies between the parties listed in the agreement and the parties listed in the complaint.

However, in her FAC, plaintiff also alleges that "Defendant CHS routinely refers to itself and its operations as Community Medical Centers ("CMC") and Defendants operate a public-facing website https://www.communitymedical.org/ to advance Defendants' goals in that name: Community Medical Centers. In this complaint references to CMC are references to Defendant CHS." (*Ibid*.) Thus, plaintiff's own allegations in her FAC show that she believes that CMC and CHS are both dbas of FCHMC, and that they are all essentially the same entity. As a result, the fact that the agreement is with FCHMC, dba CMC, rather than FCHMC, dba CHS, does not mean that FCHMC cannot enforce the agreement. Plaintiff's own FAC admits that she was employed by FCHMC, which operates under the dbas CHS and CMC, and therefore there is no ambiguity with regard to whether FCHMC is a party to the agreement and has a right to enforce it.

Also, the fact that plaintiff now works at a different facility than when she signed the agreement does not mean that the agreement is somehow invalid or unenforceable. Again, plaintiff has alleged that she works for FCHMC, dba CHS and CMC. The arbitration agreement clearly states that FCHMC is her employer, and that she is agreeing to arbitrate all disputes arising out of her employment with FCHMC. The fact that she moved from one facility operated by FCHMC to another does not mean that her agreement with FCHMC is invalid, or that she needed to sign a different agreement when she started working at CRMC.

Nor does that fact that CHCC is not a named party to the agreement and did not sign the agreement necessarily mean that CHCC is not entitled to enforce the agreement. It is true that, as a general rule, only a signatory to an arbitration agreement can enforce the agreement. (*Thomas v. Westlake* (2012) 204 Cal.App.4th 605, 613.) "There are, however, 'exceptions to the general rule that a nonsignatory ... cannot invoke an agreement to arbitrate, without being a party to the arbitration agreement.' One such exception provides that when a plaintiff alleges a defendant acted as an agent of

a party to an arbitration agreement, the defendant may enforce the agreement even though the defendant is not a party thereto." (*Id*. at p. 614, citations omitted.) Thus, where, the operative complaint alleges that defendants at all times acted as agents of each other and acted in concert with each other in connection with the acts and commissions alleged in the complaint, the nonsignatory defendant may enforce the agreement. (*Ibid*.) The plaintiff may not use agency allegations to hold all defendants responsible for the alleged wrongdoing of the other defendants, and at the same time deny that they are agents of each other for the purpose of opposing the arbitration agreement. (*Id*. at pp. 614-615.) "[I]t would be unfair to defendants to allow John to invoke agency principles when it is to his advantage to do so, but to disavow those same principles when it is not." (*Id.* at p. 615, citations omitted.)

In addition, a plaintiff may be equitably estopped from asserting that an arbitration agreement is unenforceable where the plaintiff has an arbitration agreement with a subsidiary, but then sues the parent company based on the same facts and claims alleged against the subsidiary. (*Boucher v. Alliance Title Co., Inc*. (2005) 127 Cal.App.4th 262, 269.)

Here, plaintiff alleges in the FAC that CHS is a wholly owned subsidiary of CHCC. (FAC, ¶ 14.) She also alleges that CHCC is "the central management, administrative, and planning entity for Defendant CHS." (*Id*. at ¶ 16.) She further alleges that all defendants acted as agents of each other, and that they acted in concert with each other at all times during the events alleged in the complaint. (*Id*. at ¶¶ 19, 20.) "At all relevant times, Defendants operated in concert as Plaintiff's 'employer, or any person acting on behalf of the employer' as used in Labor Code section 1102.5..." (*Id*. at ¶ 22.)

Thus, plaintiff's own allegations in her FAC assert that CHCC was her employer, and that CHCC and FCHMC, dba, CHS acted in concert at all relevant times. As a result, she has admitted that FCRMC was owned, operated, and controlled by CHCC and that they were agents of each other and acted in concert with each other when FCHMC entered into the arbitration agreement with her. She cannot allege that defendants were agents and owners/subsidiaries of each other that acted in concert together at all relevant times, and then argue that they were not agents of each other when the arbitration agreement was executed. Consequently, the fact that CHCC was not a party or signatory to the agreement does not mean that it cannot enforce it.

Plaintiff does not deny that she signed the agreement. However, she contends that she did not read the agreement before signing it, that no one verbally explained it to her or mentioned the word "arbitration", and that she would not have entered into the agreement if defendants had explained its implications to her. However, the fact that plaintiff did not read or understand the implications of the arbitration agreement does not mean that it is not a valid and enforceable agreement. "[T]he general rule that 'ordinarily one who signs an instrument which on its face is a contract is deemed to assent to all its terms. A party cannot avoid the terms of a contract on the ground that he or she failed to read it before signing.'" (*Metters v. Ralphs Grocery Co*. (2008) 161 Cal.App.4th 696, 701, quoting *Marin Storage & Trucking, Inc. v. Benco Contracting and Engineering, Inc*. (2001) 89 Cal.App.4th 1042, 1049.)

Here, the arbitration agreement was clearly labeled as a "Dispute Resolution Agreement" in large font with all capitals. (Exhibit A to Defendant's Appendix of Evidence.) The agreement was only two pages long, and was clearly a contract. As a result, plaintiff cannot argue that it is unenforceable because she did not read and understand it. She is deemed to have read and agreed to its terms, whether she actually did so or not.

Plaintiff also argues that the arbitration agreement does not cover her claims here, as the agreement only covers employment-related disputes. She argues that her claims for fraud, retaliation and unfair business practices arise out of matters of public interest and health, rather than a standard employment dispute. She contends that she is primarily seeking public injunctive relief to protect the community from harm to unborn babies. She also seeks to address what she believes is systemic fraud by defendants. She argues that her claims are not directly tied to her employment, and therefore they are not subject to the arbitration agreement.

Plaintiff notes that courts have found that certain types of violent, intentional torts or claims that are unrelated to the contractual employment relationship are not "employment-related disputes" and thus are not covered by the arbitration agreement. (*RN Solution, Inc. v. Catholic Healthcare West* (2008) 165 Cal.App.4th 1511, 1523.) Thus, even a broadly worded agreement that purports to cover every type of business dispute that might arise between the parties does not cover tort claims like a violent physical assault by an employee of one company against an employee of the other. (*Ibid*.) Plaintiff contends that her complaint relates to "violent and nightmarish" actions, as she has alleged that defendants' policy of aggressively promoting Covid vaccines to pregnant women led to a massive spike in fetal deaths at CRMC, and that defendants fraudulently covered up the increase in deaths and retaliated against her for speaking out about the deaths. Thus, she concludes that her complaint is not an "employment-related dispute" and does not fall within the terms of the arbitration agreement.

However, it is clear from the allegations of the complaint that plaintiff's claims are based on her employment relationship with defendants. She alleges that she is an employee of defendants, and that she observed an increase in the number of fetal deaths at defendants' hospital since the spring of 2021, when defendants started aggressively promoting that patients take the Covid vaccine. She also alleges that she demanded that defendants investigate the increase in fetal deaths, and that defendants retaliated against her for demanding an investigation. She alleges that she made a complaint to the California Department of Public Health, but that defendants covered up the increase in fetal deaths, which led to the Department of Public Health closing the investigation without issuing any written findings. She also alleges that defendants retaliated against her by conducting an investigation of her for her whistleblowing activities, placing a written warning letter in her personnel file, and refusing to give her a $5,000 retention bonus. Based on these allegations, plaintiff has alleged claims for fraud, retaliation in violation of Labor Code section 1102.5, and violation of Business and Professions Code section 17200, the Unfair Competition Law.

Under the arbitration agreement, plaintiff agreed to arbitrate "any employment-related disputes that may arise" between herself and defendant FCHMC. (Agreement, first paragraph.) The agreement also lists examples of the types of disputes that will be

resolved by the arbitration, including claims of discrimination, harassment, *retaliation*, wrongful termination, breach of contract, misappropriation of trade secrets, *unfair competition*, and theft…" (*Id*. at ¶ 2, italics added.)

Thus, plaintiff's claims arise out of her employment with defendants, as she alleges that the defendants retaliated against her after she reported the increase in fetal deaths, as well as interfering with the Department of Public Health investigation of the increase in fetal deaths. Her retaliation and unfair business competition claims are the types of claims that are expressly covered by the agreement. Her fraud claim is also clearly related to her employment, as she alleges that defendants lied to her and other employees and patients about the safety of Covid vaccines. In addition, since her retaliation claim is based on Labor Code section 1102.5 and can only be brought by an employee against an employee, the claim is clearly employment-related. She also alleges that she suffered damages that relate to her job, including loss of a $5,000 bonus, a negative letter in her personnel file, damage to her professional reputation, and ongoing safety risks related to her employment.

Plaintiff's claims are directly related to her employment as a nurse in the CRMC maternity ward, where she allegedly witnessed the increase in the fetal death rate. Her claims do not allege the equivalent of a violent tort like the battery that formed the basis of the plaintiff's claim in *RN Solution, supra*. Instead, she alleges that she was retaliated against and subjected to a fraudulent cover up by defendants while she was attempting to report an increase in fetal deaths that she observed in her role as a nurse in defendants' hospital. Therefore, the court intends to find that the plaintiff's claims are employment-related disputes that are covered by the arbitration agreement. As a result, the court finds that defendants have met their burden of showing that plaintiff agreed to arbitrate her claims against defendants.

Since defendants have met their burden, the burden shifts to plaintiff to present evidence that the agreement is unenforceable, or that defendants waived their right to enforce it. Plaintiff argues that defendants have waived their right to compel arbitration by substantially invoking the litigation machinery, including filing an answer that raises affirmative defenses and seeks relief on the merits and refusing to produce plaintiff's personnel file despite her demands. However, plaintiff has failed to show that defendants have waived their right to compel arbitration here.

"[I]n determining whether a party to an arbitration agreement has lost the right to arbitrate by litigating the dispute, a court should treat the arbitration agreement as it would any other contract, without applying any special rules based on a policy favoring arbitration. That is, courts should apply the same procedural rules that they would apply to any other contract." (*Quach v. California Commerce Club, Inc*. (2024) 16 Cal.5th 562, 583, citation omitted.)

"To establish waiver under generally applicable contract law, the party opposing enforcement of a contractual agreement must prove by clear and convincing evidence that the waiving party knew of the contractual right and intentionally relinquished or abandoned it. Under the clear and convincing evidence standard, the proponent of a fact must show that it is 'highly probable' the fact is true. The waiving party's knowledge of the right may be 'actual or constructive.' Its intentional relinquishment or

abandonment of the right may be proved by evidence of words expressing an intent to relinquish the right or of conduct that is so inconsistent with an intent to enforce the contractual right as to lead a reasonable factfinder to conclude that the party had abandoned it." (*Id.* at p. 584, citations omitted.)

"The waiver inquiry is exclusively focused on the waiving party's words or conduct; neither the effect of that conduct on the party seeking to avoid enforcement of the contractual right nor that party's subjective evaluation of the waiving party's intent is relevant. This distinguishes waiver from the related defense of estoppel, 'which generally requires a showing that a party's words or acts have induced detrimental reliance by the opposing party.' To establish waiver, there is no requirement that the party opposing enforcement of the contractual right demonstrate prejudice or otherwise show harm resulting from the waiving party's conduct." (*Id.* at p. 585, citations omitted.)

Here, plaintiff has not shown that defendants used any words that expressed an intent to relinquish their right to arbitrate the dispute, nor has she shown that defendants engaged in any conduct that was so inconsistent with the intent to enforce the agreement that a reasonable factfinder would conclude that they had abandoned their right to arbitration. Plaintiff points to the fact that defendants filed an answer and raised affirmative defenses. However, the answer included an affirmative defense based on the arbitration agreement, so defendants' answer clearly expressed an intent to arbitrate the dispute. The fact that they also raised other affirmative defenses does not indicate that they did not intend to arbitrate, since they were obligated to raise any potential defenses in their answer or risk waiving them.

Plaintiff also argues that defendants indicated an intent not to arbitrate because their attorney refused to produce her personnel file based on the fact that she had already filed a lawsuit. She contends that defendant's reference to the fact that she had filed a lawsuit somehow constituted a waiver of the right to arbitrate. Yet defendants had a right to refuse to produce the personnel file due to the pending lawsuit under Labor Code section 1198.5, subdivision (n).[1] Defendant's simple statement of fact does not indicate any intent to waive the right to arbitrate.

Plaintiff also complains that defendants waited months to bring their motion to arbitrate, and that she was forced to expend time and resources in litigating the case. She also notes that defendant did not seek a stay of the case management conference in December of 2025, and instead filed a CMC statement on the merits.

However, as discussed in *Quach*, prejudice to the opposing party is not relevant to the issue of whether the moving party waived the right to arbitrate. (*Quach, supra*, at p. 585.) The only issue is whether the moving party's words or actions were inconsistent with the right to arbitrate. (*Ibid*.)

[1] "If an employee or former employee files a lawsuit that relates to a personnel matter against their employer or former employer, the right of the employee, former employee, or their representative to inspect or copy personnel records under this section ceases during the pendency of the lawsuit in the court with original jurisdiction." (Lab. Code, § 1198.5, subd. (n).)

Here, defendants repeatedly pointed out to plaintiff's counsel that there was an arbitration agreement and asked plaintiff to stipulate to arbitration. (Howard decl., ¶¶ 2-4.) However, plaintiff's counsel refused to stipulate to arbitration. (*Id*. at ¶ 3.) Defense counsel also asked for an extension of time to file their answer, as they were unsure if they would have to file a motion to compel arbitration. (*Id*. at ¶ 4.) Plaintiff's counsel refused to grant an extension of time to file the answer, so defendants moved forward with filing the answer. (*Ibid*.) The answer asserted an affirmative defense based on the arbitration agreement. (*Ibid*.) Since that time, no discovery has been served or answered by any party, no depositions have been noticed, and no other motions have been filed. (*Id*. at ¶ 5.) The court has not ruled on any procedural issues. (*Ibid*.)

Thus, defendants have not engaged in any conduct or spoken any words that would indicate that they did not want to enforce their right to arbitration. In fact, defendants have consistently attempted to have plaintiff stipulate to take the matter to arbitration, and they have asserted a defense based on the arbitration agreement. The case has only been pending for about six months, and defendants only filed their answer about three months ago. Therefore, there is no basis for plaintiff's contention that defendants waived their right to arbitrate the matter.

Finally, plaintiff argues that the court should not compel the parties to attend arbitration because she is seeking a public injunction under her UCL cause of action. She seeks an injunction compelling defendants to report medical safety data to public health authorities, to take corrective action for the mothers and their babies, and to cease coercing staff in violation of informed consent laws. She contends that the arbitration agreement here prevents her from seeking a public injunction, and thus the agreement should not be enforced. In particular, she cites to paragraph 6 of the agreement, which states that "remedies are limited to those that would be available in a party's individual capacity." (Agreement, ¶ 6.) She argues that this language limits her to seeking only private remedies, rather than a public injunction, in the arbitration. She also notes that the arbitration includes a confidentiality clause, which would effectively make it impossible for her to obtain a public injunction. Therefore, she concludes that the court should not send the matter to arbitration.

In *Armendariz v. Foundation Health Pyschcare Services, Inc*. (2000) 24 Cal.4th 83, the California Supreme Court found that an employment arbitration agreement must meet several criteria in order to be found substantively conscionable, including providing for all types of relief that would otherwise be available in court. (*Armendariz, supra*, at p. 102.)

In *McGill v. Citibank, N.A.* (2017) 2 Cal.5th 945, the California Supreme Court held that an arbitration agreement that purported to waive the plaintiff's right to seek public injunctive relief under the UCL and the false advertising law was invalid and unenforceable to the extent that it sought to waive the right to such relief. (*Id*. at p. 961.) The court reasoned that the agreement's provision purporting to waive the right to seek a public injunction was invalid because, while a party may waive a law that intended solely for his benefit, he may not waive a law established for a public reason. (*Ibid*.) "By definition, the public injunctive relief available under the UCL, the CLRA, and the false advertising law, as discussed in *Broughton* and *Cruz*, is primarily 'for the benefit of the general public.' Its 'evident purpose,' the court said in *Broughton*, is 'to remedy a public

wrong,' 'not to resolve a private dispute', and any benefit to the plaintiff requesting such relief 'likely ... would be incidental to the general public benefit of enjoining such a practice.' Accordingly, the waiver in a predispute arbitration agreement of the right to seek public injunctive relief under these statutes would seriously compromise the public purposes the statutes were intended to serve. Thus, insofar as the arbitration provision here purports to waive McGill's right to request in any forum such public injunctive relief, it is invalid and unenforceable under California law." (*Ibid*, citations omitted.)

Here, under paragraph 6 of the agreement, "The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies are limited to those that would be available in a party's individual capacity in a court." There is nothing in the language of the agreement that states that plaintiff is not allowed to seek a public injunction under the UCL or any other statute or law. In fact, the agreement states that "[t]he arbitrator may award any remedy to which a party is entitled under applicable law", which would include an injunction under the UCL. While the agreement also states that the "remedies are limited to those that would be available in a party's individual capacity in a court", this language seems to be nothing more than an attempt to prevent plaintiff from seeking class or representative relief, as opposed to individual relief. Here, plaintiff is not alleging any class or representative claims. Nor does her UCL claim assert that it is being brought in a representative capacity. She is seeking relief under the UCL in her individual capacity. Under the arbitration agreement, she may obtain the injunctions that she seeks, as the agreement does not bar plaintiff from seeking a public injunction under the UCL. As a result, the agreement is not unenforceable under *McGill*.

Next, the confidentiality clause does not render the agreement unenforceable. The confidentiality clause states that, "Except as may be permitted or required by law, as determined by the arbitrator, neither party nor the arbitrator may disclose the existence, content or results of any arbitration handled under this agreement without the prior written consent of all parties." (Agreement, ¶ 6.) Thus, while the agreement does generally require the parties to keep the results of the arbitration secret, the arbitrator still has the power to disclose the contents or results of the arbitration as permitted or required by law. Under the terms of the agreement, the arbitrator may disclose the details of the arbitration to the extent necessary to carry out his or her decision, including if a public injunction is granted. Therefore, the confidentiality provision does not render the agreement invalid.

Finally, the court intends to stay the pending court action until the arbitration is resolved. (Code Civ. Proc., § 1281.4.)

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DTT on 1/29/2026.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: **Reyes v. S. Stamoules Inc.**
Superior Court Case No. 21CECG00557

Hearing Date: February 4, 2026 (Dept. 501)

Motion: by Plaintiff to Bifurcate

Tentative Ruling:

To grant plaintiff's motion to bifurcate the trial of the issue of the Private Attorneys General Act ("PAGA") from the Class claim and plaintiff's individual claims.

Explanation:

Under Code of Civil Procedure section 598, the court is given great discretion in regard to the order of issues at trial:

> The court may, when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order…that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case….

Similarly, Code of Civil Procedure section 1048, subdivision (b), specifies the court's discretion in regard to bifurcating issues for separate trial:

> The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of any cause of action … or of any separate issue or of any number of causes of action or issues.

The decision to grant or deny a motion to bifurcate issues, and/or to have separate trials, lies within the court's sound discretion. (See *Grappo v. Coventry Financial Corp*. (1991) 235 Cal.App.3d 496, 503-504.)

PAGA claims are equitable and administrative in nature. (*LaFace v. Ralphs Grocery Co*. (2022) 75 Cal.App.5th 388, 402.) As such, a jury trial is not available to address such claims. (*Ibid*.) Where equitable and legal remedies are severable, California courts prefer to try the equitable issues first. (*Nationwide Biweekly Administration, Inc. v. Superior Court* (2020) 9 Cal.5th 279, 331.) Where "common facts are resolved in a manner that obviates the need to try the legal issue, there is no right under the California Constitution to have the legal issues submitted to the jury." (*Ibid*.)

Here, plaintiff argues that there are common liability determinations to be made in the PAGA cause of action and the class causes of action. "The major objective of bifurcated trials is to expedite and simplify the presentation of evidence." (*Foreman &*

Clark Corp. v. Fallon (1971) 3 Cal.3d 875, 888.) Here, in addition to the preference of California courts in hearing equitable issues first, hearing the PAGA claim will promote judicial economy.

Based on the information and evidence presented, the court intends to grant the motion to bifurcate the PAGA claim from the class claim and plaintiff's individual claims as promoting judicial economy and efficiency. The PAGA claim will proceed as a bench trial to be decided prior to the trial of the class claim and individual claims.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DTT on 2/2/2026.
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***Holmes v. Charles Matoian Enterprises, Inc.***
Superior Court Case No. 21CECG02070

Hearing Date: February 4, 2026 (Dept. 501)

Motion: by Plaintiffs to Certify Class

Tentative Ruling:

To grant.

Explanation:

"Class certification requires proof (1) of a sufficiently numerous, ascertainable class, (2) of a well-defined community of interest, and (3) that certification will provide substantial benefits to litigants and the courts, i.e., that proceeding as a class is superior to other methods. In turn, the community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*In re Tobacco II Cases* (2009) 46 Cal. 4th 298, 313.)

California case law requires that substantial evidence underlie a decision to certify. (*Richmond v. Dart Industries, Inc*. (1981) 29 Cal. 3d 462, 470.) "In particular, we must consider whether the record contains substantial evidence to support the trial court's predominance finding, as a certification ruling not supported by substantial evidence cannot stand." (*Lockhead Martin Corp. v. Superior Court* (2003) 29 Cal. 4th 1096, 1106.)

"The certification question is 'essentially a procedural one that does not ask whether an action is legally or factually meritorious.' A trial court ruling on a certification motion determines 'whether ... the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants.'" (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, citations omitted.)

Plaintiffs' Proposed Classes

Plaintiffs Montel Holmes and Bryan Brooks move to certify a class consisting of four subclasses defined as follows:

(1) Unpaid Time Class: All individuals who are or were employed by Defendant, or its predecessor or merged entities in California as hourly, non-exempt employees, who were required by Defendant to undergo COVID health checks prior to their shifts from March 13, 2020 through March 26, 2022.

(2) Overtime Class: All individuals who are or were employed by Defendant, or its predecessor or merged entities in California as hourly, non-exempt employees, who work or worked in excess of eight hours in a day or forty hours in a workweek from March 13, 2020 through March 26, 2022.

(3) Regular Rate Class: All individuals who are or were employed by Defendants, or their predecessor or merged entities, in the State of California as hourly, non-exempt employees, who work or worked in excess of eight hours in a day, or forty hours in a workweek, received COVID-19 compensation and who were not compensated at one and a half times their regular rate of pay from March 13, 2020 through March 26, 2022

(4) Waiting Time Class: All individuals who are or were employed by Defendant or its predecessor or merged entities in California as hourly, non-exempt employees, who were not paid their wages at the time of termination or within seventy-two (72) hours of their resignation and have not been paid those sums for thirty (30) days thereafter, from March 13, 2020 through March 26, 2022.

Numerosity and Ascertainability

"Ascertainability is achieved by defining the class in terms of objective characteristics and common transactional facts making the ultimate identification of class members possible." (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 918, internal quotations omitted; *Nicodemus v. St. Francis Mem. Hosp.* (2016) 3 Cal.App.5th 1200, 1212.)

There is no set number of class members needed to satisfy the numerosity requirement. "To be certified, a class must be 'numerous' in size such that 'it is impracticable to bring them all before the court.' (Code of Civ. Proc., § 382.) 'The requirement of Code of Civil Procedure section 382 that there be 'many' parties to a class action suit is indefinite and has been construed liberally.... No set number is required as a matter of law for the maintenance of a class action. [Citation.] Thus, our Supreme Court has upheld a class representing the 10 beneficiaries of a trust in an action for removal of the trustees.' [¶] 'The ultimate issue in evaluating this factor is whether the class is too large to make joinder practicable....'" (*Hendershot v. Ready to Roll Transportation, Inc.* (2014) 228 Cal.App.4th 1213, 1222, citations omitted.)

In the present case, the proposed classes meet the ascertainability and numerosity requirements for certification. The employees who fall within the proposed classes and subclasses should be readily ascertainable by consulting defendant's personnel records.

In addition, defendant's person most knowledgeable testified as to her estimate of approximately 350 employees during the limited class period. (Lopez Depo., 11:23-12-7.) Thus, the proposed classes include such large numbers of employees that joinder would be impractical. Therefore, the ascertainability and numerosity requirements weigh in favor of certifying the classes.

Community of Interest

"[T]he community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*In re Tobacco II Cases* (2009) 46 Cal. 4th 298, 313.) "The focus of the typicality requirement entails inquiry as to whether the plaintiff's individual circumstances are markedly different or whether the legal theory upon which the claims are based differ from that upon which the claims of the other class members will be based." (*Classen v. Weller* (1983) 145 Cal. App. 3d 27, 46.)

Typicality of Plaintiff's Claims

Plaintiffs meet the typicality requirement, as they have generally alleged that they suffered the same types of Labor Code violations that the other proposed class members suffered, and thus their claims are substantially similar to the other class members even if they are not always identical. (*Daniels v. Centennial Group, Inc*. (1993) 16 Cal.App.4th 467, 473; *Rosack v. Volvo of America Corp.* (1982) 131 Cal.App.3d 741, 763.)

Adequacy of Representation

Here, the attorneys for plaintiffs are highly experienced in class action litigation, and thus the court intends to find that they will adequately represent the proposed classes here. Likewise, the named plaintiffs in both actions have no conflicts of interest and have understand their duties in representing the proposed classes. Therefore, the court intends to find that the adequacy of representation requirement has been met.

Predominant Questions of Law or Fact

"The 'ultimate question' the element of predominance presents is whether 'the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants.' The answer hinges on 'whether the theory of recovery advanced by the proponents of certification is, as an analytical matter, likely to prove amenable to class treatment.' A court must examine the allegations of the complaint and supporting declarations and consider whether the legal and factual issues they present are such that their resolution in a single class proceeding would be both desirable and feasible. 'As a general rule if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages.'" (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021–1022, citations and footnote omitted.)

Here, it appears that plaintiffs' claims raise common questions of fact or law that predominate and that would be best resolved through a class action proceeding, rather than being tried individually. Plaintiffs raise claims based on defendant's alleged failure to pay them for time going through COVID health screenings, failure to properly calculate their regular pay, failure to pay overtime, and failure to timely pay final wages. Plaintiffs have presented evidence that they and the other class members all suffered

the same types of injuries through defendant's allegedly unlawful practices. Thus, their claims raise predominant issues of fact or law.

While defendant disputes whether its employees actually suffered the Labor Code violations alleged by plaintiffs here and it has presented its own evidence to contradict plaintiffs' showing, plaintiffs have presented substantial evidence that supports their claims with regard to most of alleged violations. Also, defendant appears to be improperly attempting to attack the merits of plaintiffs' claims rather than addressing the issue of whether plaintiffs' claims raise predominant issues of fact or law. "*Brinker* stated a class certification motion 'is not a license for a free-floating inquiry into the validity of the complaint's allegations' and that '[i]n many instances, whether class certification is appropriate or inappropriate may be determined irrespective of which party is correct.' Although *Brinker* recognized that '[w]hen evidence or legal issues germane to the certification question bear as well on aspects of the merits, a court may properly evaluate them', it cautioned that '[s]uch inquiries are closely circumscribed', and 'resolution of disputes over the merits of a case generally must be postponed until after class certification has been decided [citation], with the court assuming for purposes of the certification motion that any claims have merit.'" (*Hall v. Rite Aid Corp.* (2014) 226 Cal.App.4th 278, 287–288, citations omitted.)

Therefore, the court intends to find that the commonality requirement has been satisfied.

Superiority of Class Certification

The court must also address the question of "whether substantial benefits would accrue to both the litigants and the courts from class treatment." (*Reese v. Wal-Mart Stores, Inc.* (1999) 73 Cal.App.4th 1225, 1229, citation omitted.) "Generally, a class suit is appropriate when numerous parties suffer injury of insufficient size to warrant individual action and when denial of class relief would result in unjust advantage to the wrongdoer. [R]elevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress the alleged wrongdoing. [B]ecause group action also has the potential to create injustice, trial courts are required to carefully weigh respective benefits and burdens and to allow maintenance of the class action only where substantial benefits accrue both to litigants and the courts." (*Newell v. State Farm General Ins. Co.* (2004) 118 Cal.App.4th 1094, 1101, citations and quote marks omitted.)

Here, plaintiffs have shown that class treatment would be beneficial to the parties and the court, as plaintiffs have raised wage and hour claims that would be difficult and expensive for employees to litigate on an individual basis. Such wage and hour claims are commonly brought as class actions due to the expense and impracticality of bringing individual claims. Also, a class action would avoid the risk of having multiple actions filed against the defendant, with the possibility of inconsistent rulings and judgments. Therefore, the court intends to find that allowing the actions to proceed as class actions would be superior to forcing the employees to bring individual claims.

Accordingly, the court intends to grant the plaintiffs' motion to certify the classes.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DTT on 2/2/2026.
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***Longoria v. American Honda Motor Co., Inc.***
Superior Court Case No. 24CECG05227

Hearing Date: February 4, 2026 (Dept. 501)

Motion: by Defendant for an Order Compelling Plaintiff to Appear for Deposition

Tentative Ruling:

To deny the motion as moot. To deny the request for sanctions.

Explanation:

Defendant American Honda Motor Co., Inc., seeks an order compelling plaintiff to appear for deposition after plaintiff initially objected to the date of the unilaterally noticed deposition due to unavailability. It appears that following the receipt of the objection and meet and confer regarding future deposition dates, defendant took the noticed deposition off calendar and did not attempt to actually take the plaintiff's deposition. (Chong Decl., ¶¶ 2-7.) Since the filing of this motion, a date of February 2, 2026[2] was agreed upon by the parties for the deposition to go forward. (Vaziri Decl., ¶ 9.) Therefore, it does not appear there is a deposition to compel.

Under Code of Civil Procedure section 2025.450,

> If, after service of a deposition notice, a party to the action or an officer, director, managing agent, or employee of a party, or a person designated by an organization that is a party under Section 2025.230, without having served a valid objection under Section 2025.410, **fails to appear for examination**, or to proceed with it, or to produce for inspection any document, electronically stored information, or tangible thing described in the deposition notice, the party giving the notice may move for an order compelling the deponent's attendance and testimony, and the production for inspection of any document, electronically stored information, or tangible thing described in the deposition notice."

(Code Civ. Proc., § 2025.450, subd. (a), emphasis added.)

In the event the parties had not resolved the calendaring conflict, there would be no basis for the court to compel a deposition under these circumstances. Defendant has presented no evidence that the plaintiff "failed to appear" for his duly noticed deposition

[2] The court notes that the hearing on this motion was continued by the parties to a date *after* the agreed upon date of the deposition. In the event the February 2, 2026 deposition did not go forward as noticed, a new motion will be required.

for purposes of a motion to compel. As such, there is no basis for compelling his appearance under section 2025.450 and no basis for an award of sanctions.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DTT on 2/2/2026.
(Judge's initials) (Date)

(36)

Tentative Ruling

Re: ***Morgan-Garcia v. General Motors***
Superior Court Case No. 22CECG01717

Hearing Date: February 4, 2026 (Dept. 501)

Motion: by Plaintiff for an Award of Attorney Fees and Costs

Tentative Ruling:

To grant and award $10,804.73 in attorney fees and $406.24 in costs in favor of plaintiff Ricardo Morgan-Garcia.

Explanation:

As a preliminary matter, defendant challenges the motion as untimely pursuant to California Rules of Court, rules 3.1702(b)(1) and 8.104. As there is no judgment entered, the motion is timely and the court will proceed.

A prevailing buyer in an action under the Song–Beverly Act "shall be allowed by the court to 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." (Civ. Code, § 1794, subd. (d).) The statute "requires the trial court to make an initial determination of the actual time expended; and then to ascertain whether under all the circumstances of the case the amount of actual time expended and the monetary charge being made for the time expended are reasonable. These circumstances may include, but are not limited to, factors such as the complexity of the case and procedural demands, the skill exhibited and the results achieved. If the time expended or the monetary charge being made for the time expended are not reasonable under all the circumstances, then the court must take this into account and award attorney fees in a lesser amount. A prevailing buyer has the burden of 'showing that the fees incurred were "allowable," were "reasonably necessary to the conduct of the litigation," and were "reasonable in amount." ' " (*Nightingale v. Hyundai Motor America* (1994) 31 Cal.App.4th 99, 104.)

Calculating the Fees

A court assessing attorney's fees begins with a touchstone or lodestar figure, based on the 'careful compilation of the time spent and reasonable hourly compensation of each attorney . . . involved in the presentation of the case." (*Serrano v. Priest* (*Serrano III*) (1977) 20 Cal.3d 25, 48; *Robertson v. Fleetwood Travel Trailers of California, Inc*. (2006) 144 Cal.App.4th 785, 817 [lodestar applies to Song-Beverly litigation].) Here, plaintiff seeks a lodestar of $11,339.00. The lodestar consists of "the number of hours *reasonably expended* multiplied by the *reasonable* hourly rate. . . ." (*PLCM Group, Inc. v. Drexler*, *supra*, 22 Cal.4th at p. 1095, italics added; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1134.) The California Supreme Court has noted that anchoring

the calculation of attorney fees to the lodestar adjustment method "'is the only way of approaching the problem that can claim objectivity, a claim which is obviously vital to the prestige of the bar and the courts.' " (*Serrano III*, *supra*, 20 Cal.3d at p. 48, fn. 23.)

1. Number of Hours Reasonably Expended

In awarding attorney's fees, the law requires the court to first determine the actual amount of time expended by counsel, then, second, to determine if that time and fee was reasonable. (*Nightingale v. Hyundai Motor America*, supra, 31 Cal.App.4th at p. 104.) Factors effecting reasonableness may include, "the complexity of the case and procedural demands, the skill exhibited and the results achieved." (*Ibid*.)

Here, plaintiffs' attorneys spent 20.4 hours on this case, not including anticipated time to review defendant's opposition to this motion, prepare the reply and appear at the hearing.

The opposition challenges the majority of identified entries as excessive, inefficient and unreasonable. Defendant argues plaintiff's attorneys have billed excessive time for tasks related to drafting pleadings and discovery based on the use of templates or other documents that do not vary from case to case.

"In challenging attorney fees as excessive because too many hours of work are claimed, it is the burden of the challenging party to point to the specific items challenged, with a sufficient argument and citations to the evidence. General arguments that fees claimed are excessive, duplicative, or unrelated do not suffice. Failure to raise specific challenges in the trial court forfeits the claim on appeal." (*Premier Medical Management Systems, Inc. v. California Ins. Guarantee Assn*. (2008) 163 Cal.App.4th 550, 564.)

The opposition's evidence in support of billing entries challenged as excessive based on the use of templates is disorganized and difficult for the court to make the comparisons defendant seeks. Nonetheless, the court finds the evident to be relevant and plaintiff's objections are overruled.

Defendant contends that plaintiff's counsel utilized templated notices (and amended notices) of deposition of defendant's PMK and asks the court to compare Exhibits C, D and I attached to Ms. Quezada's declaration. However, Exhibits C and D, in actuality, are deposition subpoenas for production of business records. (See Quezada Decl., Exhs. C and D.) Additionally, the opposition challenges a billing entry made by Mr. Carroll for discovery responses, which defendant indicates was billed on August 26, 2023. The court finds no such billing entry on August 26, 2023. (See Shahian Decl., Ex. 1.) To the extent defendant is referring to Mr. Carroll's billing entry billed on August 26, 2022, defendant asks the court to compare Exhibit G with Exhibit H to show that Mr. Carroll relied on templated responses. However, Exhibit G appears to be discovery responses prepared on or around April 12, 2024. The court further notes that Ms. Quezada's declaration, with the inclusion of all attached exhibits, is 510 pages in length and the difficulty in reviewing the evidence is compounded by the fact that many of the exhibits also include exhibits which utilize the same alphanumerical naming convention as the one in Ms. Quezada's declaration, namely Exhibits A-Z.

The court has reviewed the billing entries challenged as excessive based on the use of templates and discounts 0.8 hours for expert witness deposition notice billed on July 16, 2024. The court does not find the remaining billed time to be unreasonable.

Plaintiff requests an additional $2,000 in anticipated fees in connection with the review of the opposition, preparation of the reply and hearing on this motion. This amount is not supported by a declaration providing an estimated number of hours or billing rate of a particular attorney within Strategic Legal Practices law firm. The reply is signed by Angel M. Baker, who has not previously billed for any tasks in this file. Therefore, Ms. Baker's experience, hourly rate, and estimated number of hours billed relating to the opposition and reply are unknown. The court does not intend to award the additional $2,000 requested in connection with the reply.

2. Reasonable Hourly Compensation

Reasonable hourly compensation is the "hourly prevailing rate for private attorneys in the community conducting noncontingent litigation of the same type" (*Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1133.) Ordinarily, "'the value of an attorney's time . . . is reflected in his normal billing rate.'" (*Mandel v. Lackner* (1979) 92 Cal.App.3d 747, 761.)

Where a party is seeking out-of-town rates, he or she is required to make a "sufficient showing…that hiring local counsel was impractical." (*Nichols v. City of Taft* (2007) 155 Cal.App.4th 1233, 1244.) Plaintiff has made no showing that local counsel practicing "Lemon Law" and Song-Beverly consumer litigation are not available. The fact that counsels' rates have been found reasonable in courts within the greater Los Angeles area is not persuasive. The court intends to award fees based on local rates. The request for judicial notice of the other rulings is denied.

The rates for attorneys James Carroll, Tyler Hollingsworth, Tara Mejia, Deborah Rabieian, and Rosy Stoliker appear only modestly above those charged by local counsel, and therefore, these rates are not reduced. However, having reviewed the qualifications of each of the timekeepers, the court finds the reasonable value of services for the remaining timekeepers as follows:

Tionna Carvalho, a partner at the firm, a rate of $500 per hour for time billed in 2025 and $450 for time billed prior to 2025;
Stephanie Maldonado, a law clerk, a rate of $150;
Brittney Ornelas, a legal assistant, a rate of $150;
Alexus Ringstad, an attorney admitted to the California Bar in 2022, a rate of $250 per hour;
Nino Sanaia, an attorney admitted to the California Bar in 2022, rates of $325 for time billed in 2024, $275 for time billed in 2023, and $250 for time billed in 2022;
Brian Tan, an attorney admitted to the California Bar in 2018, a rate of $425 an hour.

After the discounted hours and rate reductions, the lodestar is reduced to $8,003.50.

3. Multiplier

Plaintiffs seek the imposition of a multiplier of 1.35. As stated by the California Supreme Court regarding lodestar multipliers, sometimes referred to as fee enhancements:

> …the trial court is *not required* to include a fee enhancement to the basic lodestar figure for contingent risk, exceptional skill, or other factors, although it retains discretion to do so in the appropriate case; moreover, the party seeking a fee enhancement bears the burden of proof. In each case, the trial court should consider whether, and to what extent, the attorney and client have been able to mitigate the risk of nonpayment, e.g., because the client has agreed to pay some portion of the lodestar amount regardless of outcome. It should also consider the degree to which the relevant market compensates for contingency risk, extraordinary skill, or other factors under *Serrano III*. We emphasize that when determining the appropriate enhancement, a trial court should not consider these factors to the extent they are already encompassed within the lodestar. The factor of extraordinary skill, in particular, appears susceptible to improper double counting; for the most part, the difficulty of a legal question and the quality of representation are already encompassed in the lodestar. A more difficult legal question typically requires more attorney hours, and a more skillful and experienced attorney will command a higher hourly rate. (*See Margolin v. Regional Planning Com.* (1982) 134 Cal.App.3d 999, 1004, 185 Cal.Rptr. 145.) Indeed, the " 'reasonable hourly rate [used to calculate the lodestar] is the product of a multiplicity of factors ... the level of skill necessary, time limitations, the amount to be obtained in the litigation, the attorney's reputation, and the undesirability of the case.' " (*Ibid*.) Thus, a trial court should award a multiplier for exceptional representation only when the quality of representation far exceeds the quality of representation that would have been provided by an attorney of comparable skill and experience billing at the hourly rate used in the lodestar calculation. Otherwise, the fee award will result in unfair double counting and be unreasonable. Nor should a fee enhancement be imposed for the purpose of punishing the losing party. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138-1139 [emphasis original].)

Once a lodestar is fixed, the lodestar may be adjusted based on certain factors, including: (1) the novelty and difficulty of the questions involved; (2) the skill displayed in presenting them; (3) the extent to which the nature of the litigation precluded other employment by the attorneys; and (4) the contingent nature of the fee award. (*Id.* at p. 1132, *citing Serrano v. Priest (Serrano III)* (1977) 20 Cal.3d 25, 49.)

Here, plaintiffs submit that counsel took the matter on contingency, and obtained an excellent result. Considering the fact that the sales price of the vehicle was $64,734, indeed, the settlement in the amount of $125,000 plus prejudgment interest, does appear to be an excellent result. The court further acknowledges the contingent risk taken by counsel in this matter and awards a multiplier of 1.35. Therefore, the motion for an award of attorney fees is granted in the amount of $10,804.73.

Costs

Costs are sought via declaration. Defendant argues that the declaration provides insufficient information for it to contest the costs sought.

If the items on a verified memorandum of costs appear to be proper charges, the memorandum is prima facie evidence of their propriety and the burden is on the party contesting them to show that they were not reasonable or necessary. (*Hooked Media Group, Inc. v. Apple Inc.* (2020) 55 Cal.App.5th 323, 338.) The losing party does not meet this burden by arguing that the costs were not necessary or reasonable but must present evidence to prove that the costs are not recoverable. (*Litt v. Eisenhower Med. Ctr.* (2015) 237 Cal.App.4th 1217, 1224.) If the claimed items are not expressly allowed by statute and are objected to by a motion to tax costs, the burden of proof is on the party claiming them as costs to show that the charges were reasonable and necessary. (*Foothill-De Anza Community College Dist. v. Emerich* (2007) 158 Cal.App.4th 11, 29.)

Though plaintiff did not file a memorandum of costs with its moving papers, plaintiff verifies the costs sought under penalty of perjury. (Shahian Decl., ¶ 26, Ex. 1.)[3] No invoices or other evidence of costs is provided. The items sought consists primarily of filing and service fees. The court finds the costs are reasonable. Costs are awarded in the amount of $406.24.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DTT on 2/2/2026.
(Judge's initials) (Date)

[3] The Memorandum of Costs filed on January 20, 2026, is not considered in this ruling, since it was not filed with the original moving papers and only after an opposition was filed.

(27)

Tentative Ruling

Re: ***Kenneth Koskiniemi v. Michael Jennings***
Superior Court Case No. 21CECG03751

Hearing Date: February 4, 2026 (Dept. 501)

Motion: for Permission to File Cross-Complaint

Tentative Ruling:

This motion is taken off calendar as it does not appear from the court's record that moving papers were filed.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DTT (Judge's initials) on 2/3/2026 (Date).