Tentative Rulings for April 11, 2024
Department 503

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.

23CECG01521 ***James Conquest v. Kathy Doe*** **is continued to Thursday, May 16, 2024, at 3:30 p.m. in Department 503**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 503

Begin at the next page

(35)

Tentative Ruling

Re: ***Valley Pride Ag Company, Inc. v. G. Gill Farms et al.***
Superior Court Case No. 22CECG02299

Hearing Date: April 11, 2024 (Dept. 503)

Motion: By Plaintiff for Default Judgment

Tentative Ruling:

To grant and sign the proposed judgment. No appearances necessary.

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: jyh on 4/8/24 .
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Holland Hulling Company v. Singh et al.***
Superior Court Case No. 23CECG02112

Hearing Date: April 11, 2024 (Dept. 503)

Motion: By Plaintiff for Default Judgment

Tentative Ruling:

The court intends to deny the application for default judgment.

Explanation:

A "default judgment … can be entered only upon proof to the court of the damage sustained." (*Taliaferro v. Hoogs* (1963) 219 Cal.App.2d 559, 560; see also Code Civ. Proc., § 585, subd. (b) ["The court shall … render judgment in the plaintiff's favor … not exceeding the amount stated in the complaint … as appears by the evidence to be just."].) Accordingly, "conclusory" demands attached to a declaration are insufficient default prove-up evidence. (*Kim v. Westmoore Partners, Inc*. (2011) 201 Cal.App.4th 267, 288.)

Here, plaintiff Holland Hulling Company ("Plaintiff") submits a contract between it and defendant Tajpreet Singh ("Singh"). Among other provisions, Plaintiff agreed to provide certain services in exchange for monies.

The evidence submitted does not support the damages sought of $29,585.29 as noticed in the Complaint.[1] Plaintiff submits the declaration of Harvey Tatsumura, Plaintiff's Chief Financial Officer regarding the outstanding balances from Singh. Tatsumura declared that by April 17, 2023, Singh owed an outstanding balance of $29,168.73. (Tatsumura Decl., ¶ 10, and Ex. 3.) No explanation was given as to how or when the balance advanced to the amount sought in the present application of $29,585.29. Moreover, Tatsumura indicates that the outstanding balance owed is also $27,704.65. (*Id.*, ¶ 13.) The interest calculations appear to be based on the $27,704.65 balance. (*Id.*, ¶ 15.) Counsel seeks fees in accordance with $27,704.65. (Emerzian Decl., ¶ 14.) Finally, the interest sought is from December 2022 to March 5, 2024. (Tatsumura Decl., ¶ 14.) However, it appears that interest is already included up through April 17, 2023. (*Id.*, Ex. 3.) Accordingly, Plaintiff appears to seek double interest between December 2022 and April 17, 2023.

Because the evidence does not comport with the amount sought in judgment, the court intends to deny the application for entry of court judgment without prejudice.[2]

---

[1] Plaintiff's Request for Judicial Notice is granted.

[2] The court additionally notes that the allegations of the Complaint, conceded by the defaulted defendants, do not attach any basis for a money judgment against defendant California Nut Growers, LLC fka California Nut Growers, Inc., and the proposed judgment submitted would

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: jyh on 4/8/24.
(Judge's initials) (Date)

---

constitute a double recovery as submitted. The proposed judgment does not seek to make the defaulted defendants joint and severally liable, but to be individually liable for the same amounts by way of a double judgment.

(41)

Tentative Ruling

Re: ***Great American Insurance Company v. Royal Road Line, Inc.***
Superior Court Case No. 23CECG01681

Hearing Date: April 11, 2024 (Dept. 503)

Motion: Default Prove-up Hearing

Tentative Ruling:

To continue the hearing to May 2, 2024, to allow the plaintiff to file the mandatory Judicial Council CIV-100 form. The form shall be filed no later than April 22, 2024, by 2:00 p.m.

Explanation:

The plaintiff has not filed or served on the defendant the required CIV-100 form, which is mandatory under California Rules of Court, rule 3.1800(a). This is a dual-purpose form, used both for requesting entry of default and court judgment. The plaintiff used the form when requesting entry of default, but has not filed this form again in order to request court judgment. The court cannot review the application for court judgment until the plaintiff files the required CIV-100 form.

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: jyh on 4/9/24 .
(Judge's initials) (Date)

(03)

Tentative Ruling

Re:	***Perry v. Cencal Wings II, Inc.*** Superior Court Case No. 21CECG03205
Hearing Date:	April 11, 2024 (Dept. 503)
Motion:	Plaintiff's Motion for Preliminary Approval of Class Settlement

Tentative Ruling:

To deny plaintiff's motion for preliminary approval of class settlement, without prejudice.

Explanation:

1. General Principles: A settlement of a class action requires court approval after a hearing. (Cal. Rules of Court, rule 3.769, subd. (a).) The approval of the settlement also requires certification of a preliminary settlement class. (Cal. Rules of Court, rule 3.769, subd. (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. (Cal. Rules of Court, Rule 3.769, subd. (e).)

"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. (Cal. Rules of Court, Rule 3.769, subd. (f).) "Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement." (Cal. Rules of Court, Rule 3.769, subd. (g).)

2. Certification of the Class: The court must first determine whether the class should be certified before deciding whether the settlement should be preliminarily approved.

"Code of Civil Procedure section 382 authorizes class actions 'when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court…' The party seeking certification has the burden to establish the existence of both an ascertainable class and a well-defined community of interest among class members. 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." *(Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326.) The burden of proof is on the plaintiff to show the above factors weigh in favor of class certification by a preponderance of the evidence. (*Id.* at p. 322.)

"As to the necessity for an ascertainable class, the right of each individual to recover may not be based on a separate set of facts applicable only to him. [¶] The

requirement of a community of interest does not depend upon an identical recovery, and the fact that each member of the class must prove his separate claim to a portion of any recovery by the class is only one factor to be considered in determining whether a class action is proper. The mere fact that separate transactions are involved does not of itself preclude a finding of the requisite community of interest so long as every member of the alleged class would not be required to litigate numerous and substantial questions to determine his individual right to recover subsequent to the rendering of any class judgment which determined in plaintiffs' favor whatever questions were common to the class. [¶] Substantial benefits both to the litigants and to the court should be found before the imposition of a judgment binding on absent parties can be justified, and the determination of the question whether a class action is appropriate will depend upon whether the common questions are sufficiently pervasive to permit adjudication in a class action rather than in a multiplicity of suits." (*Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 809–10, internal footnotes omitted.)

An agreement of the parties is not sufficient to establish a class for settlement purposes. There must be an independent assessment by a neutral court of evidence showing that a class action is proper. (*Luckey v. Superior Court* (2014) 228 Cal. App. 4th 81 (rev. denied); see also Newberg, Newberg on Class Actions (T.R. Westlaw, 2017) Section 7:3: "The parties' representation of an uncontested motion for class certification does not relieve the Court of the duty of determining whether certification is appropriate.")

a. Numerosity and Ascertainability

A proposed class is sufficiently numerous when it would be impractical to bring all members of the class together before the court. (Code Civ. Proc., § 382.) "[A] class [is] ascertainable when it is defined 'in terms of objective characteristics and common transactional facts' that make 'the ultimate identification of class members possible when that identification becomes necessary.' We regard this standard as including class definitions that are 'sufficient to allow a member of [the class] to identify himself or herself as having a right to recover based on the [class] description.'" (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980, citations omitted.)

Here, the proposed class is sufficiently numerous to be certified, since there are approximately 589 members of the proposed class. The class is also ascertainable, since the class definition is specific and the class members can be readily identified using objective criteria and facts, including referring to the defendants' personnel records. Therefore, the proposed class meets the numerosity and ascertainability requirements for certification.

b. Community of Interest

i. Class Representatives with Typical Claims

"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.)

Here, plaintiff has shown that all of the proposed class members have the same claims, since plaintiff alleges that he and the other class members all suffered the same

types of harm due to defendants' unlawful policies, which resulted in various Labor Code wage and hour violations such as failure to pay minimum wage, failure to pay overtime, failure to provide meal and rest breaks, etc. As a result, plaintiff has satisfied the requirement of showing that his claims are typical of the other class members.

ii. Predominant Questions of Fact and Law

"As a general rule, if 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." (B*rinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1022.)

Here, there are predominant questions of fact and law that are common to all members of the putative class, as plaintiff has alleged that he and all of the class members were subjected to the same types of wage and hour violations and suffered the same type of harm. Plaintiff's and the other class members' claims all share common issues of fact and law, and all class members will need to prove the same types of facts in order to prevail. They all seek the same legal remedies as well. It would be preferable to resolve all of the claims in a single action as opposed to litigating them separately, especially considering that each individual claim is likely to be worth relatively little and the expense of litigating the individual claims would probably exceed the potential recovery. Therefore, plaintiff has shown that there are predominant questions of fact and law that favor class certification.

c. Adequacy of Counsel and Class Representative

"[T]he adequacy inquiry should focus on the abilities of the class representative's counsel and the existence of conflicts between the representative and other class members." (*Caro v. Procter & Gamble Co.* (1993) 18 Cal. App. 4th 644, 669.)

Here, plaintiff and class counsel have submitted their declarations showing that they are adequate representatives for the proposed class. Plaintiff is a former employee of the defendants during the class period and has alleged that he suffered the type of Labor Code violations that the other class members suffered. He also has no conflicts that would prevent him from representing the class, and he has promised to represent their interests vigorously in the case as he has already been doing. Also, class counsel is highly experienced in class litigation and appears to be very qualified to represent the proposed class here. Therefore, plaintiff has met his burden of showing that he and the attorneys will be adequate class representatives.

d. Superiority of Class Litigation

Plaintiff has also shown that litigating the case as a class action would be superior to resolving the class members' claims individually, since it would be highly inefficient to force the class members to file and litigate individual cases rather than resolving all of the claims in a single action. It would also be impractical to have the individual class members litigate their claims separately given the relatively small amounts at stake in each individual case and the cost of litigating each case. It would be far more practical and efficient to resolve all of the class members' claims at once in a single case rather than holding potentially dozens of separate trials. As a result, the court intends to find that the plaintiffs have met their burden of showing the superiority of litigating the case as a class action.

e. Conclusion

The court intends to grant certification of the class for settlement purposes.

3. Settlement

a. Legal Standards

"When, as here, a class settlement is negotiated prior to formal class certification, there is an increased risk that the named plaintiffs and class counsel will breach the fiduciary obligations they owe to the absent class members. As a result, such agreements must withstand an even higher level of scrutiny for evidence of collusion or other conflicts of interest than is ordinarily required under Rule 23(e) before securing the court's approval as fair." (*Koby v. ARS National Services, Inc.* (9th Cir. 2017) 846 F. 3d 1071, 1079.)

"[I]n the final analysis it is the Court that bears the responsibility to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing litigation. The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement . . . The courts are supposed to be the guardians of the class." (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal. App. 4th 116, 129.)

"[T]o protect the interests of absent class members, the court must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished . . . [therefore] the factual record must be before the... court must be sufficiently developed." (*Id*. at p. 130.) The court must be leery of a situation where "there was nothing before the court to establish the sufficiency of class counsel's investigation other than their assurance that they had seen what they needed to see." (*Ibid*.)

b. Fairness, Reasonableness, and Adequacy of the Settlement

Settlements preceding class certification are scrutinized more carefully to make sure that absent class members' rights are adequately protected. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240.) The court has a fiduciary responsibility as guardian of absent class members' rights to ensure that the settlement is fair. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 95.)

Generally speaking, a court will examine the entirety of the settlement structure to determine whether it should be approved, including, as relevant here, fairness, the notice, the manner of notice, the practicality of compliance, and the manner of the claims process. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 (fairness reviewed at final approval); (*Wershba, supra,* 91 Cal.App.4th at pp. 244-45 (court is free to balance and weigh factors depending on the circumstances of the case).) "[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*, *supra*, at p.1802, citation omitted.)

In the present case, plaintiff has presented sufficient evidence to show that the settlement is fair, reasonable, and adequate. The settlement was negotiated during

arm's length mediation before a neutral mediator. The parties also engaged in written formal and informal discovery and expert analysis and testimony before resolving their claims. While plaintiff's counsel expresses confidence that they would have prevailed at trial, they nevertheless acknowledge that defendants raised potentially valid defenses and that their success at trial was not guaranteed. Plaintiff also ran the risk of having the trial court deny his motion for certification. Even if he succeeded in certifying the class and prevailed at trial, he would not necessarily have obtained as much in damages as his expert estimated. The gross settlement here is about 50% of the total estimated realistic liability of defendants if plaintiff did prevail at trial, which is an excellent result, especially considering the expense and risk of going to trial versus the guaranteed payment that plaintiff will receive for the class through the settlement. Therefore, the court intends to find that plaintiff has met his burden of showing that the settlement is fair, reasonable and adequate.

c. Attorney's Fees

Plaintiffs' counsel request fees of $210,000, which is one-third of the total gross settlement. However, counsel has not provided the court with any explanation of the work done on the case or how the requested fees were calculated and why the requested fees are reasonable. While the court may approve attorney's fees based on a percentage of the common fund, it can also conduct a lodestar cross-check of the requested fees. (*Laffitte v. Robert Half Intern. Inc*. (2016) 1 Cal.5th 480, 503-504.) Here, counsel has not discussed what work was done on the case or why the requested fees are reasonable in relation to the work performed. Nor has counsel provided the court with a summary of the hours worked, which attorneys did the work, or what their hourly rates are. Therefore, the court will not grant preliminary approval of the requested attorney's fees at this time.

d. Costs

Plaintiffs have requested an award of court costs of up to $20,000. Again, however, counsel has not explained how the court costs were calculated or why it would be reasonable to approve the requested costs. Without any evidence to support the requested costs, the court intends to deny the request for preliminary approval of the costs.

e. Class Administrator's Fees

Plaintiff requests approval class administrator's fees of up to $15,000. Counsel states that administrator's fees are estimated to be about $10,550 at this time, but they seek approval of up to $15,000 in administrator's fees. However, plaintiff has not provided a declaration from the class administrator, so there is no evidentiary support for the requested amount of fees at this time. Without any evidence of the amount of administration fees, the court will not grant preliminary approval of the requested fees.

f. Incentive Award to Class Representative

Plaintiff also requests that the class representative be awarded an incentive fee of $5,000.

"While there has been scholarly debate about the propriety of individual awards to named plaintiffs, '[i]ncentive awards are fairly typical in class action cases.' These awards 'are discretionary, [citation], and are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.'" (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393–1394, quoting *Rodriguez v. West Publishing Corp.* (9th Cir.2009) 563 F.3d 948, 958.)

" '[C]riteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.' These 'incentive awards' to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit." (*Id*. at pp. 1394–1395, internal citations omitted.)

Here, named plaintiff Peter Ferry has filed a declaration in support of his request for an incentive fee, in which he discusses in general terms his involvement in the case. (Ferry decl., ¶ 14.) Class counsel has also stated in his declaration that Mr. Ferry has done considerable work on the case as well as taking the risk of being "blackballed" by other employers for suing his former employer, which supports the request for an incentive award. (Moon decl., ¶¶ 32-35.) An award of $5,000 for plaintiff's work on the case and the risk he took in agreeing to be a named plaintiff appears to be reasonable and in line with the service awards granted in other class settlements. Therefore, plaintiff has met his burden of showing that the $5,000 incentive award is fair and reasonable here, and the court intends to preliminarily approve the requested award.

g. Class Notices

Under Rule of Court 3.766(d), "If class members are to be given the right to request exclusion from the class, the notice must include the following: (1) A brief explanation of the case, including the basic contentions or denials of the parties; (2) A statement that the court will exclude the member from the class if the member so requests by a specified date; (3) A procedure for the member to follow in requesting exclusion from the class; (4) A statement that the judgment, whether favorable or not, will bind all members who do not request exclusion; and (5) A statement that any member who does not request exclusion may, if the member so desires, enter an appearance through counsel." (Cal. Rules of Court, Rule 3.766(d), paragraph breaks omitted.)

"In regard to the contents of the notice, the 'notice given to the class must fairly apprise the class members of the terms of the proposed compromise and of the options open to dissenting class members.' The purpose of a class notice in the context of a settlement is to give class members sufficient information to decide whether they should accept the benefits offered, opt out and pursue their own remedies, or object to the settlement. As a general rule, class notice must strike a balance between thoroughness and the need to avoid unduly complicating the content of the notice and confusing class members. Here again the trial court has broad discretion." (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 251–252, citations omitted, disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc*. (2018) 4 Cal.5th 260.)

In the present case, the class notices give the class members notice of the nature of the litigation, the terms of the settlement, how they may submit a claim for payment under the settlement, how and when they may object or opt out of the settlement, when the final approval hearing will be, that they will be bound by the settlement if they do not opt out of it, and that they have the right to appear at the final approval hearing either personally or through their lawyer. (Exhibit 1 to Class Settlement, attached as Exhibit A to Moon decl.) Thus, the proposed notice does provide the basic information required under Rule of Court 3.766. Therefore, the court intends to grant preliminary approval of the class notice form.

However, in light of the other problems noted above, the court intends to deny preliminary approval of the settlement without prejudice at this time.

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: jyh on 4/9/24.
(Judge's initials) (Date)

(29)

Tentative Ruling

Re: ***In Re: Alex Romero***
Superior Court Case No. 24CECG01192

Hearing Date: April 11, 2024 (Dept. 503)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

To deny without prejudice. Petitioner must file an amended petition, with appropriate supporting papers and proposed orders.

Explanation:

There are multiple issues with the petition and proposed order. First, petitioner states at item 7 that claimant received emergency care at Kaweah Health, and subsequently received treatment from his primary care physician. Petitioner marks item 8.a., indicating that claimant has fully recovered from the injuries sustained in the accident. The only medical record provided is dated over two years after the accident, and shows that claimant's "active problems" included acute left and right ankle pain. Acute ankle and head injuries are listed at item 6, claimant's injuries from the accident. This indicates that more than two years after the accident, claimant is still suffering from injuries sustained in the accident such that it does not appear that he has in fact recovered completely from his injures, as stated at item 8.a. Next, though the petition states that claimant received both emergency care and treatment by his primary care physician, no medical expenses are listed at item 12. Even if there are no outstanding balances due, the medical expenses are to be listed in the petition. (See pet., item 12 (a)-(b).) Though no fees or expenses are listed at items 12 or 13, petitioner confusingly marks item 14.a., stating that she has paid none of the fees or expenses listed in items 12 and 13. At item 17, petitioner has marked that she and counsel have at attorney-client agreement, however at attachment 17.a., where the agreement is to be attached, petitioner instead merely states that counsel works for the at-fault driver's insurance provider. This indicates that petitioner and counsel do *not* have an agreement for services, as contemplated by the first option at item 17.a. Next, petitioner marks item 18.a(3)(d) and has entered "8,8" as an amount to be transferred to the trustee of a trust, however also marks item 18.b.(2), asking that the full amount of the settlement be deposited into a blocked account. At item 17.e., petitioner marked the second box, requiring an attachment identifying the party or carrier and explaining the relationship. Attachment 17.e. simply states, "[a]ttorney is an employee of insurance company." The proposed order approving the compromise has item 1.a. marked, indicating that no hearing was held because the matter is proceeding as an expedited petition under California Rules of Court, rule 7.950.5. This matter was not submitted as an expedited petition, thus a hearing has been set. Item 8.a.(5) has been marked, stating that $8,244.84 has been approved for fees and expenses, which is in direct conflict with the petition as well as item 8.b., indicating that exact amount is the balance going to claimant. Last,

though petitioner asks that the settlement funds be deposited into a blocked account, the court did not find a proposed order to deposit in its file.

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: jyh on 4/9/24 .
(Judge's initials) (Date)