Tentative Rulings for April 30, 2026
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.

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(Tentative Rulings begin at the next page)

Tentative Rulings for Department 503

Begin at the next page

(03)

Tentative Ruling

Re: ***Valdivia v. The Children's Place***
Case No. 23CECG01113

Hearing Date: April 30, 2026 (Dept. 503)

Motion: Defendant's Motion for Summary Judgment, or in the Alternative Summary Adjudication

Tentative Ruling:

To grant defendant's motion for summary judgment as to plaintiff's entire complaint. Defendant shall submit a proposed judgment consistent with the court's order within ten days of the date of service of this order.

Explanation:

Meal Break Claim: With regard to the plaintiff's second cause of action for failure to provide meal periods, defendant has met its burden of showing that plaintiff cannot prevail on her cause of action because she admitted that she received a meal break on the only shift that she worked that was over five hours. Under Labor Code section 512, "[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes…" Thus, "[a]bsent circumstances permitting an on-duty meal period, an employer's obligation is to provide an off duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1035.)

In the present case, defendant's evidence shows that plaintiff worked only one shift over five hours that would have required defendant to provide her with a meal break. (Defendant's Undisputed Material Fact No. 5.) The evidence also shows that plaintiff was provided with a 30-minute break during this shift. (UMF No. 19.) She took the meal break in the break room, where she looked at her phone and ate snacks. (UMF No. 20.) She does not recall talking to anyone during her meal break. (*Ibid*.) Plaintiff also confirmed at the end of each shift that she had been provided with an opportunity to take a meal period that day. (UMF Nos. 21, 22.) Thus, defendant has met its burden of showing that plaintiff was provided with a meal break for the one shift where it was required to provide a meal break.

In her opposition, plaintiff claims that there are triable issues of material fact with regard to her meal break claim because she was required to stay on the premises and be available to work during meal and rest breaks if there were any coverage issues. (Valdivia decl., ¶ 7.) "I was expected to resume work if the needs of the store demanded it. At no point was I free to leave the store to go shopping or eat my lunch elsewhere. My supervisor was aware of this issue and required my coworkers and I [*sic*, me] to comply with the policy to remain on site in the event of a coverage issue." (*Ibid*.) Plaintiff's counsel also submits a purported copy of defendant's meal and rest break policy, which

he claims shows that employees were required to remain on the premises during their meal breaks if there were "management coverage issues." (Turton decl., Exhibit B.) Since she was allegedly required to remain on the premises during her meal and rest breaks, plaintiff contends that defendant did not provide her with a legally compliant meal break under Labor Code section 512. (*Brinker, supra*, at p. 1035.)

However, plaintiff's declaration is insufficient to raise a triable issue of material fact with regard to whether she was required to remain on the premises during her meal and rest breaks. First, the declaration is not properly signed under penalty of perjury. The plaintiff's declaration has been electronically signed. Electronic signatures under penalty of perjury are admissible only if they comply with Rule of Court 2.257.

Under Rule 2.257, "When a document to be filed electronically provides for a signature under penalty of perjury of any person, the document is deemed to have been signed by that person if filed electronically provided that either of the following conditions is satisfied: [¶] (1) The declarant has signed the document using an electronic signature and declares under penalty of perjury under the laws of the state of California that the information submitted is true and correct. *If the declarant is not the electronic filer, the electronic signature must be unique to the declarant, capable of verification, under the sole control of the declarant, and linked to data in such a manner that if the data are changed, the electronic signature is invalidated;* or [¶] (2) The declarant, before filing, has physically signed a printed form of the document." (Cal. Rules of Court, rule 2.257(b)(1), italics added.)

Here, the plaintiff's purported electronic signature on the declaration reads "*/s/ Julia Valdivia*". (Italics in original.) There is nothing unique to the declarant about her printed name, and there does not appear to be any way to verify that it is her signature unless she provides a further, proper verification. There is also no evidence that the signature is under the sole control of the declarant, or that it is linked to the data in such a manner that if the data were changed, the signature would be invalidated. Nor is there any evidence that plaintiff physically signed a printed form of the document before filing the electronically signed document. Therefore, plaintiff's declaration is not properly verified, and it is inadmissible to oppose the summary judgment motion and fails to raise a triable issue of material fact.

Also, even if the court disregards the lack of a proper signature on the declaration, plaintiff's statements in her declaration are an improper attempt to contradict her prior sworn deposition testimony. A party is not allowed to contradict their prior admissions made during discovery in order to defeat summary judgment. (*D'Amico v. Bd. of Med. Examiners* (1974) 11 Cal.3d 1, 21-22.) Here, plaintiff claims in her declaration that "I was required to remain on-site if there were any coverage issues. I would be expected to resume work if the needs of the store demanded it. At no point was I free to leave the store to go shopping or eat my lunch elsewhere." (Valdivia decl., ¶ 7.) However, in her deposition, plaintiff testified that she once left the store during her rest break to go shopping at Victoria's Secret. (UMF No. 25, citing Exhibit B to Yu decl., plaintiff's depo., pp. 123:4-124:6.) Thus, plaintiff admitted that she was allowed to leave the store during her rest breaks. As a result, the court intends to disregard her contradictory claim in her declaration that she was not allowed to leave the store during meal and rest breaks.

In addition, to the extent that plaintiff relies on the purported meal and rest break policy attached as Exhibit B to plaintiff's counsel's declaration, counsel has not properly

authenticated or laid a foundation for the policy. Nor has he shown that he has personal knowledge of the policy. Thus, the policy is not admissible to show that the defendant had a policy that required employees to stay on the premises during meal and rest breaks. (*Newport Harbor Offices & Marina, L.L.C. v. Morris Cerullo World Evangelism* (2018) 23 Cal.App.5th 28, 49 [attorney's declaration insufficient to authenticate document where attorney failed to show personal knowledge that the documents were what they purported to be].) The policy is also undated, so it is not clear that it even applied when plaintiff worked for defendant.

In any event, even if the court did consider the purported policy, the policy does not state that employees are never allowed to leave the premises during meals or rest breaks. The policy states that, "[i]f an Associate is required to remain in the store during their unpaid meal period due to management coverage issues, they should not clock out for their meal period and it will be considered a paid meal break." (Exhibit B to Turton decl.)

Thus, the policy only requires employees to remain in the store during meal periods if there are "management coverage issues." It is unclear what constitutes a "management coverage issue" or how often such issues actually arose. However, based on the plain language of the policy, employees are not required to remain on the premises unless there is a "management coverage issue" that requires them to stay. Plaintiff has not provided any evidence that there was any management coverage issue that required her to stay in the store during her one shift where she took a meal break. In fact, she admitted in her deposition that, on the one day when she worked more than five hours and took a meal break, the store was closed, no customers were present in the store, and she knew of no coverage issues. (Plaintiff's depo., pp. 110:3–111:2.) She also fails to present any evidence that she attempted to leave the store during her meal break and that her request was denied. Therefore, plaintiff has failed to show that the purported policy actually required her and other employees to remain in the store during meal or rest breaks in violation of Labor Code section 512. As a result, the court intends to grant summary adjudication of plaintiff's meal break claim.

Rest Break Claim: For the same reasons, the court intends to grant summary adjudication of the rest break claim. Plaintiff alleges that she was not provided with uninterrupted rest breaks during her employment. Employers are required to authorize and permit employees to take rest breaks of at least ten minutes for every four hours or major fraction thereof that the employee works. (Cal. Code Regs., tit. 8, § 11070, § 12.)

Here, plaintiff admitted that she was allowed to take 15-minute rest breaks during each of the ten total shifts that she worked for defendant. (UMF No. 24.) She admitted that the rest breaks were uninterrupted and lasted 15 minutes, which is more than the 10 minutes required under the law. (UMF No. 25.) During her rest breaks, she looked at her phone, ate snacks, and even went shopping at Victoria's Secret on one occasion. (*Ibid*.) She also confirmed when she clocked out of each shift that she had taken her break. (UMF Nos. 22, 26.) She never complained to anyone about a failure to provide her with rest breaks. (UMF No. 29.) She never requested a rest period premium payment for a missed break. (UMF No. 28.) Thus, defendant has met its burden of showing that it complied with the law by providing plaintiff with rest breaks for every shift that she worked, and the burden shifts to plaintiff to produce evidence showing that defendant denied her rest breaks.

Plaintiff's opposition fails to raise any triable issues of material fact with regard to the rest break claim. Again, plaintiff does not deny that she received 15-minute rest breaks on each of her shifts, but she claims that she was not allowed to leave the premises during her breaks. However, her declaration is not properly electronically signed, as discussed above, so her statements are inadmissible. Under if the court were to consider her declaration, her claim that she was not allowed to leave is contradicted by her own deposition testimony, where she stated that she went shopping at Victoria's Secret on one of her breaks. (UMF No. 25, citing plaintiff's depo., pp. 123:4-124:6.) Plaintiff cannot create a triable issue of material fact based on a declaration that contradicts admissions that she made in her prior sworn deposition. (*D'Amico v. Bd. of Med. Examiners*, *supra*, 11 Cal.3d at pp. 21-22.) Therefore, plaintiff's declaration is not sufficient to raise a triable issue of fact with regard to whether she was allowed to leave the store on her rest breaks, as she has already admitted that she was allowed to leave.

Also, to the extent that plaintiff relies on the purported meal and rest break policy attached to the declaration of her attorney, the policy is inadmissible for the same reasons discussed above with regard to the meal break claim. Even if the court did consider the policy, it only required employees to remain on the premises during meal and rest breaks if necessary due to "management coverage issues." (Exhibit B to Turton decl.) Here, there is no evidence that the policy was used to prevent plaintiff from leaving the premises during her rest breaks due to management coverage issues. Therefore, plaintiff has failed to raise a triable issue of material fact with regard to the rest break claim, and the court intends to grant summary adjudication of the rest break claim.

Overtime Claim: Next, defendant has met its burden of showing that plaintiff cannot prevail on her overtime claim. Defendant has presented evidence that plaintiff never worked more than 40 hours per week or eight hours per day during her employment with defendant. (UMF No. 6, citing plaintiff's depo., pp. 58:16-59:3, 63:14-20, 64:2-15, attached as Exhibit B to Yu decl.) As a result, defendant has met its burden of showing that she cannot prove her claim for unpaid overtime, as she was not entitled to overtime.

In her opposition, plaintiff does not deny that she never worked more than 40 hours per week or eight hours per day. However, she argues that she worked extra time that was not reflected in her time records because she had to take an additional 30 to 60 seconds to complete a Covid questionnaire before she clocked in at the start of each shift, and she had to wait three or four minutes after she clocked out at the end of each day while her manager set the alarm and unlocked the door so the employees could leave. (Valdivia decl., ¶¶ 4, 5.) She claims that she was not compensated for this additional time at the start and end of each shift. (*Id*. at ¶ 6.)

Plaintiff's declaration is inadmissible for the same reasons discussed above with regard to the meal and rest break claims. However, even if the court were to consider the declaration, and even if plaintiff did work an additional four and a half minutes per shift, her total hours were still less than 40 hours per week or eight hours per day for the shifts that she worked during her employment with defendant. For example, if she worked four and a half additional minutes per shift as she claims, her total work hours per day were only 4.055 to 6.6583, and her weekly hours were 4.055 to 11.4033. (See Reply brief, p. 10, table summarizing plaintiff's work hours.) Therefore, even if the court accepts her claim that she worked an additional four or five minutes per shift that was not reflected in her time sheets, she was still not entitled to overtime pay for any of her shifts. As a result,

plaintiff has not raised a triable issue of fact with regard to the overtime claim, and the court intends to grant summary adjudication of the overtime cause of action.

Minimum Wage Claim: Next, defendant has met its burden of showing that it is entitled to summary adjudication of the minimum wage claim. Plaintiff's claim is based on her allegation that she was required to complete a Covid questionnaire before she clocked in, which took 30 seconds, and she was required to wait three or four minutes after clocking out for the store manager to set the alarm and unlock the store before she could leave at the end of the day. (UMF No. 30.) However, defendant has presented evidence showing that employees completed the Covid questionnaire after they clocked in, so the time they spent on the Covid questionnaire was not unpaid. (UMF No. 11, citing plaintiff's depo., pp. 98:18-20, Exhibit B to Yu decl.; Magee decl., ¶ 7 and Exhibit G thereto.) According to Cynthia Magee, defendant's Director of Human Resources, the Covid questionnaire was not displayed in the login portal until after the employee had clocked in by entering their user name and password. (Magee decl., ¶ 7, and Exhibit G thereto.) The questionnaire consisted of a single question asking if the employee was experiencing any symptoms associated with Covid-19. (*Ibid*.) If the employee reported any Covid symptoms in response to the questionnaire, then the manager was required to clock them out and send them home. (*Ibid*.) Thus, defendant's evidence shows that it paid plaintiff for the time spent filling out the Covid questionnaire, and as a result it is not liable for failing to pay plaintiff minimum wages during this time.

Defendant has also presented evidence indicating that plaintiff did not work off the clock at any time, that plaintiff approved her time records and thus confirmed that she only worked the hours reflected in the records, and even if she did some work off the clock, defendant had no knowledge of any off-the-clock work because plaintiff never told anyone about the off-the-clock time. (UMF Nos. 7, 33, 34, 35, 36.) Where the employee fails to tell anyone about working off the clock, the employer is not liable for failing to pay wages for the off-the-clock time. (*White v. Starbucks Corp*. (2007) 497 F.Supp.2d 1080, 1083; citing *Morillion v. Royal Packing Co*. (2000) 22 Cal.4th 575, 585; see also *Forester v. Roth's I.G.A. Foodliner, Inc*. (1981) 646 F.2d 413, 414-415; *Jong v. Kaiser Foundation Health Plan, Inc*. (2014) 226 Cal.App.4th 391, 395-396.) This is because an employer must have actual or constructive knowledge of the off-the-clock work. (*Ibid*.) Thus, defendant has met its burden of showing that plaintiff did not work any time off the clock, and even if she did, defendant had no actual or constructive knowledge of the off-the-clock time and thus is not liable for failing to pay plaintiff for it.

In addition, according to defendant's evidence, plaintiff actually received pay for an additional 37.8 minutes of time that she did not work because defendant's timekeeping system rounds up an employee's time at the end of each shift to the next nearest 10-minute mark. (UMF No. 14, citing Magee decl., ¶ 8.) Thus, an employee will receive one to nine minutes of additional paid time for each shift that they work. (*Ibid*.) For example, if an employee clocks out at 5:01 PM, she will be paid as if she worked until 5:10 PM, and thus will receive an additional nine minutes despite not working for those nine minutes. (*Ibid*.) The system never rounds down, so the system only benefits the employee. It will never subtract or take away time. (*Ibid*.) Defendant claims that plaintiff received an additional 37.8 minutes of paid time due to the rounding up policy. (UMF No. 15, citing Magee decl., ¶¶ 9-10, and Exhibits B-8 and B-12 to Yu decl.) Thus, defendant concludes that, even if plaintiff did work some additional time off the clock, the amount

of time she worked off the clock is still less than the additional time that she received under the rounding-up policy.

In her opposition, plaintiff claims that she was required to complete the Covid questionnaire before she clocked in, so defendant is liable for additional 30 seconds to one minute it took on each shift for her to complete the questionnaire. (Valdivia decl., ¶ 4; Plaintiff's depo., pp. 70, 79.) She also claims that she was required to stay after work until her manager set the alarm and closed the store, and searched her and the other employees' bags. (Valdivia decl., ¶ 5; plaintiff's depo., pp. 88-90.) She estimates that this process took three to five minutes per shift. (*Ibid*.) Thus, she concludes that there is a triable issue of material fact with regard to whether she was paid for all of the hours that she worked.

However, as discussed above, plaintiff's declaration is not properly verified and thus is inadmissible. In any event, even if there is evidence that plaintiff worked for some additional time on each shift, defendant has submitted evidence that she received an additional 37.8 minutes of pay due to the timekeeping system rounding up her time when she clocked out. UMF Nos. 14, 15.) Assuming that plaintiff spent 30 seconds on each shift completing the Covid questionnaire and four minutes waiting for her manager to close the store on each of the seven shifts where she worked to closing, she still only worked a total of 33 minutes of unpaid time. Since she was paid 37.8 minutes of time that she did not work due to the rounding-up policy, plaintiff cannot show that she lost any wages due to defendant's alleged requirement that she complete the Covid questionnaire before clocking in and being forced to wait for her manager to set the alarm and close the store after she clocked out.

While plaintiff claims to dispute the fact that defendant's timekeeping system gave her credit for additional time at the end of each shift, she has not pointed to evidence that raises a triable issue of fact with regard to the fact that the timekeeping system rounds up employees' time and thus credits them for time they did not work. She speculates that some of the time records show "synthetic" entries because the employees' time punches fall precisely on each hour. However, she has not pointed to any evidence that her own time records are inaccurate, or that she was not paid for additional time that she did not work due to defendant's system rounding up her time. Therefore, she has failed to raise any factual dispute regarding defendant's claim that she received 37.8 minutes of additional pay during the time she worked for defendant. Since the amount of pay she lost due to defendant's alleged failure to pay her for work she did off the clock was, at most, 33 minutes, plaintiff cannot prevail on her minimum wage claim.

Plaintiff also fails to submit any evidence showing that she complained about the extra time she had to work while the manager closed the store, so defendant cannot be liable for any time she might have worked after clocking out. (*White v. Starbucks Corp*., supra, 497 F.Supp.2d at p. 1083; *Morillion v. Royal Packing Co*.. *supra*, 22 Cal.4th at p. 585.) Therefore, the court intends to grant summary adjudication of the minimum wage claim.

Finally, since the court intends to grant summary adjudication as to the minimum wage, overtime, meal break, and rest break claims, it will also grant summary adjudication of the derivative claims for wage statement violations, failure to pay timely wages on separation, and unfair business practices. (*Lampe v. Queen of the Valley Med. Center* (2018) 19 Cal. App. 5th 832, 852; *White v. Starbucks Corp., supra*, 497 F. Supp.2d

at pp. 1089-1090 [derivative wage statement claims failed where employee failed to certify underlying claims for other wage and hour violations].) Here, since plaintiff cannot prove her other wage and hour claims, her derivative claims for wage statement violations, failure to pay timely wages, and unfair business practices also fail. Therefore, the court intends to grant summary adjudication of the derivative 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: JS on 4/23/2026.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Catedral Carlos v. American Honda Motor Co., Inc.***
Superior Court Case No. 24CECG03943

Hearing Date: April 30, 2026 (Dept. 503)

Motion: 1) By Plaintiff for Sanctions
2) By Defendant to Compel Further Testimony

Tentative Ruling:

To deny plaintiff's motion for sanctions.

To deny defendant's motion to compel further testimony.

Explanation:

Sanctions

A motion for sanctions pursuant to Code of Civil Procedure section 128.7 involves a two-step process. First, the moving party serves the sanctions motion on the offending party without filing it. The opposing party has 21 days to withdraw the challenged pleading to avoid sanctions. If after the safe harbor waiting period has passed, the challenged pleading has not been withdrawn, then the moving party may file the motion. (Code Civ. Proc., § 128.7, subd. (c)(1).) Here, plaintiff indicates he did so comply, but has failed to demonstrate compliance by failing to include any proof of service prior to filing of the motion. As such, the motion is denied.

Deposition

Code of Civil Procedure section 1987.1 authorizes a court to compel a non-party to appear for deposition. Where a deponent fails to answer questions or produce documents, the party seeking such discovery may move for an order compelling the answer or production. (Code Civ. Proc., § 2025.480.) Such a motion shall be accompanied by a meet and confer declaration consistent with Code of Civil Procedure section 2016.040. (Code Civ. Proc., § 2025.480, subd. (b).) The meet and confer declaration must show a reasonable, good faith attempt to meet and confer either in person, by telephone, or videoconference. (Code Civ. Proc., § 2016.040, subd. (a).)

Defendant's declaration regarding efforts to meet and confer are not in compliance with the requirements of Code of Civil Procedure section 2016.040, subdivision (a). The declaration indicates only efforts to email plaintiff's counsel following the deposition. This is insufficient. As such, the motion is denied.

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: JS on 4/28/2026.
(Judge's initials) (Date)

(46)

Tentative Ruling

Re: ***Yolanda Gonzalez v. Browning Contractors, Inc.***
Superior Court Case No. 24CECG05339

Hearing Date: April 30, 2026 (Dept. 503)

Motion: by Plaintiff for Preliminary Approval of Class Action and PAGA Settlement

Tentative Ruling:

To deny without prejudice.

Explanation:

1. CLASS CERTIFICATION

a. Standards

"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.)

b. Numerosity and Ascertainability

Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be res judicata. (*Bell v. Superior Court* (2007) 158 Cal.App.4th 147, 166.) "Whether a class is ascertainable is determined by examining (1) the class definition, (2) the size of the class, and (3) the means available for identifying class members." (*Reyes v. Board of Supervisors* (1987) 196 Cal.App.3d 1263, 1271.)

To determine the identity of potential class members, the court will look to whether there are any objective criteria to describe them and whether they can be found without unreasonable expense or effort through business or official records. (*Lewis v. Robinson Ford Sales, Inc*. (2007) 156 Cal.App.4th 359, 369-370, citing *Daar v. Yellow Cab Co.* (1967) 67 Cal.2d 695, 706 [proposed class action of taxi cab users from 1960 to 1964 who paid by coupons identifiable where they could be identified by serial numbers which were kept manually, not in computerized form]; *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932 [plaintiff safety members denied uniform allowances, ammunition allowance, holiday pay and lump sum unused sick leave pay as factors used calculating their "final compensation," used in PERS' service retirement formula easily identifiable from PERS records].)

Here, the class members are the individuals who worked for defendant Browning Contractors, Inc. as hourly and/or non-exempt employees in California at any time between December 6, 2020 and November 8, 2025. (Moon Decl., ¶ 17; Settlement, ¶¶ 1.5; 1.12.) Class members can be ascertained from defendant's payroll and business records. Mr. Moon's declaration indicates the class consists of an estimated 1,263 members, based on information provided by defendant. (Moon Decl., ¶ 28.)

This is sizeable enough for class treatment and the ability to identify potential members appears feasible without unreasonable expense through defendant's payroll records. This number would certainly satisfy the numerosity requirement. (*Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2009) 670 F.Supp.2d 1114, 1121 ["Courts have routinely found the numerosity requirement satisfied when the class comprises 40 or more members"].) Counsel's estimate, however, is hearsay. Further, there is no evidence going to the means of identifying class members.

The numerosity and ascertainability factors lack admissible evidence. Plaintiff should submit a declaration from defendant Browning Contractors, Inc. attesting to the number of class members, and showing that they can be readily identified by reference to defendant's payroll or other business records.

c. Community of Interest

The community of interest factor requires consideration of three separate factors: (1) predominant common questions of law or fact; (2) class representatives whose claims are typical of the class; and (3) class representatives and counsel who can adequately represent the class. (*Brinker Restaurant Corp., supra,* 53 Cal.4th at 1021.) The community of interest requirement for certification does not mandate uniform or identical claims, but focuses on internal policies, pattern and practice in order to assess whether that common behavior toward similarly situated plaintiffs renders class certification appropriate. (*Capitol People First v. Dept. Developmental Servs.* (2007) 155 Cal.App.4th 676, 692.)

This action involves claims that defendant failed to provide meal and rest breaks, failed to pay overtime and minimum wages, failed to timely pay wages, failed to issue compliant wage statements, failed to timely pay final wages, failed to reimburse employees for necessary business expenses, all of which were unfair business practices under Business and Professions Code section 17200 and are the subject of a PAGA claim for civil penalties. (Moon Decl., ¶¶ 5-6.)

The First Amended Complaint alleges defendant's business practices and procedures caused violations of the Labor Code. The proposed class representative, Yolanda Gonzalez, was employed by defendant as an executive assistant from February 14, 2022 to November 12, 2024. (Gonzalez Decl., ¶ 2.) She makes some generalized statements that she suffered the alleged Labor Code violations and further believes that the problematic practices also affected all other non-exempt employees. (*Id.*, ¶ 5.) There are no factual statements of what policies or practices were in place to support the allegations of pre- and post-shift hours worked without compensation or what business expenses were not reimbursed, or, importantly, how her experience was common to all employees and not only those also worked as executive assistants. Although the issues may be common between members of the putative class, plaintiff's declaration is not

sufficient evidence to demonstrate commonality. Further, the evidence is not sufficient to demonstrate the class representative experienced the violations alleged in the First Amended Complaint.

There is also a typicality requirement, i.e. that plaintiff's claims are significantly similar to those of other class members. (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal.3d 462, 470.) This requires them to arise from the same event, practice, course of conduct, or legal theories (even if they are not identical to the class). (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 874; *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347.)

Usually, in wage and hour class actions, the distinctive feature that permits class certification is that the employees have the same job title or perform similar jobs, and the employer treats all in that discrete group in the same allegedly unlawful fashion. In *Brinker Restaurant v. Superior Court* (2012) 53 Cal.4th 1004, 1017, "no evidence of common policies or means of proof was supplied, and the trial court therefore erred in certifying a subclass."

As discussed with respect to commonality, plaintiff's declaration does not include adequate evidence of the practices in the workplace forming the basis of the alleged Labor Code violations could demonstrate that her experiences were typical of the putative class. Plaintiff's declaration should explain what policies were implemented that resulted in Labor Code violations alleged in the First Amended Complaint, that those policies were implemented across all job titles and California locations of her employer, and demonstrate the plaintiff experienced those Labor Code violations as a result of these policies.

The evidence is insufficient to demonstrate the commonality of the Labor Code violations alleged in the First Amended Complaint and the typicality of the class representative's experiences for the class members she seeks to represent. The class includes all non-exempt employees and it is unclear from the evidence provided whether the representative plaintiff's experiences as an executive assistant were common to *all positions at all locations* she is including within the putative class.

"[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.) Counsel have shown that they are experienced and that they have successfully litigated other class actions. (Moon Decl. ¶¶ 45-67.) The next question is whether other circumstances evidence that the proposed class counsel and representative may have looked more to their own interests than to those of the class. One consideration is the incentive award.

i. Class Representative Incentive Award

> "Where, as here, the class representatives face significantly different financial incentives than the rest of the class because of the conditional incentive awards that are built into the structure of the settlement, we cannot say that the representatives are adequate. *See Amchem Prods., Inc. v. Windsor,* 521 U.S. 591, 627, 117 S. Ct. 2231, 138 L Ed 2d 689 (1997) ('The settling parties, in sum, achieved

a global compromise with no structural assurance of fair and adequate representation....')"

(*Radcliffe v Experian Information Solutions, Inc.* (2013) 715 F. 3d 1157, 1165.)

"We once again reiterate that district courts must be vigilant in scrutinizing all incentive awards to determine whether they destroy the adequacy of the class representatives. The conditional incentive awards in this settlement run afoul of our precedents by making the settling class representatives inadequate representatives of the class." (*Id*. at p. 1164.)

"There is a serious question whether class representatives could be expected to fairly evaluate whether awards ranging from $26 to $750 is a fair settlement value when they would receive $5,000 incentive awards. Under the agreement, if the class representatives had concerns about the settlement's fairness, they could either remain silent and accept the $5,000 awards or object to the settlement and risk getting as little as $26 if the district court approved the settlement over their objections." (*Id*. at p. 1165.)

> "The propriety of incentive payments is arguably at its height when the award represents a fraction of a class representative's likely damages; for in that case the class representative is left to recover the remainder of his damages by means of the same mechanisms that unnamed class members must recover theirs. The members' incentives are thus aligned. But we should be most dubious of incentive payments when they make the class representatives whole, or (as here) even more than whole; for in that case the class representatives have no reason to care whether the mechanisms available to unnamed class members can provide adequate relief."

(In re Dry Max Pampers Litigation (6th Cir. 2013) 724 F.3d 713, 722.)

The settlement agreement in the instant case provides that the named plaintiff is to receive an enhancement payment of up to $7,500.00 as class representative, in addition to their respective individual settlement payment as a class member and/or PAGA group member. (Settlement, ¶ 3.2.1.) After deduction of administration expenses, attorney costs and fees, PAGA settlement, and the incentive award, approximately $721,316.67 is left to be distributed to the class members. (Moon Decl., ¶ 19.) The mathematical <u>average</u> payment determined by dividing the remaining amount by the estimated number of class members amounts to approximately $571.11 per person [$721,316.67 / 1,263]. The actual amounts will vary based on the class member's amount of workweeks. (*Ibid*.)

A plaintiff's declaration submitted with a motion for final approval must include evidence of their involvement in the case and risks taken, beyond speculation, to support the incentive award greatly disproportionate to the recovery of an average class member. Here, the class representative incentive award is over 13 times the mathematical average payment to class members and represents less than 1% of the gross settlement. The usual amount approved is 1.5% or less and this request is within that

range. Plaintiff Yolanda Gonzalez attests to spending between 25 and 30 hours assisting with the prosecution of her case for over one year. (Gonzalez Decl., ¶ 20.)

d. Superiority of Class Certification

Wage and hour Labor Code cases are particularly well-suited to class resolution because of the small amounts of each employee's claim, which makes it impractical to bring wage and hour cases on an individual basis. The large number of proposed class members (once established with admissible evidence) would also make it impractical to bring the claims separately. Although generally superior, there is insufficient evidence of commonality of the Labor Code violations alleged and typicality of the plaintiff's claims with respect to the experiences of the putative class. The court is unable to find that class certification is superior at this time.

2. 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 Nat'l. Serv. 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 before the ... court must be sufficiently developed." (*Id*. at p. 130, internal citation omitted.) "The court 'must stop short of the detailed and thorough investigation that it would undertake if it were actually trying the case,' but nonetheless it 'must eschew any rubber stamp approval in favor of an independent evaluation.'" (*Id*. at p. 130, internal citation omitted.) 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." (*Id.* at p. 129.)

b. The Adequacy of the Settlement

"In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as 'the strength of plaintiffs' case, the

risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.' The list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244–245, internal citations omitted, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

Here, the declaration of Kane Moon presents counsel's assessment of the realistic exposure and maximum recovery for plaintiff's claimed Labor Code violations. (Moon Decl., ¶¶ 28-40.) Counsel's summary is based upon his analysis of the time, payroll, and additional records provided by defendant; plaintiff's expert's analysis of the time and payroll records; and information from plaintiff. (*Id.*, ¶ 28.) However, there is no declaration from an expert to provide foundation for the figures relied upon in counsel's assessment of the settlement as reasonable.

The potential value for each of the alleged violations is based entirely on plaintiff's counsel's declaration. Counsel does not have personal knowledge to testify to the actions, policies, or practices constituting the alleged violations or the estimated number of class members and workweeks used in his calculations. In short, there is no evidence to support the potential exposure value calculated.

Additionally, counsel has not demonstrated he is qualified to make such calculations based on a sample of the defendant's time records and payroll data. A declaration by an expert is required to rely on a sample to determine damages issues such as those before the court here. "When using surveys or other forms of random sampling, it is crucial to utilize a properly credentialed expert who will be able to explain to the court the methods used to arrive at his or her conclusions and persuade the court concerning the soundness of the methodology." (Chin, Wiseman et al. Employment Litigation (TRG, 2017) section 19:975.3.)

> The essence of the science of inferential statistics is that one may confidently draw inferences about the whole from a representative sample of the whole. Whether such inferences are supportable, however, depends on how representative the sample is. Inferences from the part to the whole are justified [only] when the sample is representative. Several considerations determine whether a sample is sufficiently representative to fairly support inferences about the underlying population.
>
> (*Duran v. U.S. Bank National Ass'n.* (2014) 59 Cal.4th 1, 38.)

Those considerations include variability in the population, whether size of the sample is appropriate, whether the sample is random or infected by selection bias, and whether the margin of error in the statistical analysis is reasonable. (*Id*. at pp. 38–46.)

Further, the declaration provides only an estimated number of class members during the period. The estimate from plaintiff's counsel is hearsay. Plaintiff has not

submitted an expert declaration or provided any discussion or analysis as to how the information submitted supports plaintiff's counsel's damages estimates.

Plaintiff points out that the settlement was reached after arm's length mediation, and that counsel conducted informal discovery and document exchange to investigate the claims and learn the strengths and weaknesses of the case. (Moon Decl., ¶¶ 10, 11, 13.) Counsel also appear to have experience in wage and hour litigation. These factors generally weigh in favor of finding that the settlement is fair, adequate, and reasonable. However, the evidence of the strength of plaintiff's case and risk of maintaining through litigation is limited to counsel's declaration and opinion. There is insufficient evidence to support finding the settlement is fair, adequate, and reasonable.

c. Proposed Class Notice

The proposed notice procedures described within the settlement agreement appear to be adequate. A copy of the proposed notice itself is included for the court's review. (See Settlement Agreement, Exh. A.)

The notification procedure is designed to provide the greatest likelihood that each class member will receive the settlement notification. The notices should provide the class members with information regarding their time to opt out, object, or challenge the number of workweeks, the nature and amount of the settlement, the amount to be received by the class member, the impact on class members if they do not opt out, the amount of attorney's fees and costs, and the service award to the named class representative. The notice should also advise PAGA group members they may opt-out of the class settlement but cannot exclude themselves from the PAGA claims and will receive a PAGA penalty payment.

After review of the proposed class notice, the notice appears to include all of the relevant information, and the court may find that the proposed class notice is adequate.

3. ATTORNEYS' FEES AND COSTS

Plaintiff's counsel seeks a fee award of approximately 33.33% (1/3) of the gross settlement. There has been considerable debate in the Courts of Appeal as to whether a percentage fee should be permitted in class action settlements, or whether the courts should employ the lodestar fee calculation method. However, the California Supreme Court has determined that a percentage fee method is allowable where there is a common fund settlement.

"Whatever doubts may have been created by *Serrano III* [citation], or the Court of Appeal cases that followed, we clarify today that use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an

appropriate percentage of the fund created." (*Laffitte v. Robert Half Intern. Inc*. (2016) 1 Cal.5th 480, 503.)

However, the Supreme Court also observed that the trial court has discretion to double-check a proposed fee percentage award by using the lodestar method. "Nor do we perceive an abuse of discretion in the court's decision to double check the reasonableness of the percentage fee through a lodestar calculation. As noted earlier, '[t]he lodestar method better accounts for the amount of work done, while the percentage of the fund method more accurately reflects the results achieved.' [Citation.] A lodestar cross-check thus provides a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee. If a comparison between the percentage and lodestar calculations produces an imputed multiplier far outside the normal range, indicating that the percentage fee will reward counsel for their services at an extraordinary rate even accounting for the factors customarily used to enhance a lodestar fee, the trial court will have reason to reexamine its choice of a percentage. [Citation.]" (*Id*. at p. 504.)

Here, counsel is seeking preliminary approval of $433,333.33 in attorney's fees, plus $23,474.83 for reimbursement of actual costs and expenses. (Moon Decl., ¶¶ 68, 75.) Plaintiff's counsel, Kane Moon, has provided a declaration reflecting the attorney rates and hours worked by multiple attorneys in his firm. Counsel also attaches as Exhibit 9 a copy of the billing records notating time spent by each attorney. (Moon Decl., ¶ 68, Exh. 9.) Counsel further seeks a multiplier of **3.96.** (Moon Decl., ¶ 71(c).)

The rates charged by counsel are greatly exceeding those of the local community. However, even taking rate reductions into consideration, the lodestar amount would fall below the one-third award of the gross settlement. After further reduction of the rates, the requested multiplier could still be applied to reach the percentage of the settlement allocated for attorney's fees. This factor weighs in favor of granting preliminary approval.

4. PAYMENT TO CLASS ADMINISTRATOR

The settlement provides that the settlement administrator ILYM Group, Inc. will be paid up to $11,850.00. (Moon Decl., ¶ 24; Settlement, ¶ 3.2.3.) The declaration of Kane Moon provides an itemized estimate to support the proposed amount for their services. (Moon Decl., Exh. 5.) The evidence provided adequately supports the requested amount from the settlement.

5. PAGA CLAIM AND NOTICE TO LWDA

"An employee plaintiff suing, as here, under [PAGA], does so as the proxy or agent of the state's labor law enforcement agencies." (*Raines v. Coastal Pacific Food Distributors, Inc*. (2018) 23 Cal.App.5th 667, 674.) For that reason, Labor Code section 2699 subdivision (s)(2) requires that any proposed settlement of a PAGA claim be submitted to the Labor Workforce Development Agency at the same time it was submitted to the Court. Plaintiffs' counsel has provided evidence that notice of the settlement has been sent to the LWDA. (Moon Decl., ¶ 14, Exh. 3.)

As of July 1, 2024, Labor Code section 2699, subdivision (m) was amended to provide a greater share of PAGA penalties to the aggrieved employees. The settlement of the operative complaint complies with this amendment and apportions 65% of the penalties to the LWDA and 35% to aggrieved employees. (Moon Decl., ¶ 20; Settlement, ¶ 3.2.5.)

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: JS on 4/29/2026.
(Judge's initials) (Date)

(48)

Tentative Ruling

Re: ***Richardson v. Golik, M.D., et al.***
Superior Court Case No. 23CECG05184

Hearing Date: April 30, 2026 (Dept. 503)

Motion: by Defendant Saint Agnes Medical Center for an Order Compelling Initial Responses to Form Interrogatories, Set One, Special Interrogatories, Set One, Request for Production, Set One, and Request for Nature and Amount of Damages; and Request for Sanctions

Tentative Ruling:

To grant defendant Saint Agnes Medical Center's motion to compel plaintiff Jennifer Richardson to provide verified responses to Form Interrogatories, Set One, Request for Production, Set One, and Special Interrogatories, Set One. (Code Civ. Proc., §§ 2030.290, subd. (b); 2031.300, subd. (b).) Plaintiff Jennifer Richardson is ordered to serve complete verified responses to the discovery set forth above, without objections, within 15 days of the clerk's service of the minute order.

To grant defendant Saint Agnes Medical Center's motion to compel plaintiff Jennifer Richardson to serve a statement of damages. (Code Civ. Proc., § 435.11, subd. (b).) Plaintiff Jennifer Richardson is ordered to serve the responsive statement within 15 days of the clerk's service of the minute order.

To impose monetary sanctions in favor of defendant Saint Agnes Medical Center and against plaintiff Jennifer Richardson. (Code Civ. Proc., §§ 2023.010, subd. (d), 2030.290, subd. (c), 2031.300, subd. (c).) Plaintiff Jennifer Richardson is ordered to pay $390 in total sanctions to counsel for defendant Saint Agnes Medical Center within 30 days of the clerk's service of the minute order.

Explanation:

Where a party fails to serve a timely response to interrogatories or demand inspection, copying, testing, or sampling, the propounding party may move for an order compelling response. (Code Civ. Proc., §§ 2030.290, subd. (b), 2031.300, subd. (b).) A party that fails to serve a timely response to interrogatories or an inspection demand waives "any objection" to the request. (Code Civ. Proc., §§ 2030.290, subd. (a), 2031.300, subd. (a).) Answers to interrogatories that are not verified are tantamount to no response at all for the purpose of discovery. (*Appleton v. Superior Court* (1988) 206 Cal.App.3d 632, 636.)

Where a party fails to timely respond to a defendant's request for a statement of the amount of damages being sought, the defendant may petition the court for an order that the responsive statement be served. (Code Civ. Proc., § 425.11, subd. (b).)

In the case at bench, on May 9, 2025, defendant Saint Agnes Medical Center ("Defendant") served Form Interrogatories, Set One, Request for Production, Set One,

Special Interrogatories, Set One, and Request for Nature and Amount of Damages upon plaintiff Jennifer Richardson ("Plaintiff") by electronic mail. (Salinas Decl., ¶ 5, and Ex. A thereto.) Plaintiff failed to serve verified responses. (*Id*. at ¶¶ 7-11, and Ex. B-D.) Therefore, Defendant is entitled to an order compelling Plaintiff to respond to the discovery at issue. (Code Civ. Proc., §§ 2030.290, subd. (b), 2031.300, subd. (b).) All objections are waived. (Code Civ. Proc., §§ 2030.290, subd. (a), 2031.300, subd. (a).)

Defendant is likewise entitled to an order for Plaintiff to serve a statement of damages. (Code Civ. Proc. § 425.11, subd. (b).)

Sanctions

If the party asks for monetary sanctions against the party who failed to respond to interrogatories, the court shall impose a monetary sanction against the losing party on the motion to compel unless it finds that the one subject to the sanction acted with substantial justification or circumstances make the sanctions unjust. (Code Civ. Proc., § 2030.290, subd. (c).) Sanctions are similarly authorized against a party who failed to respond to a demand for inspection or production. (*Id.*, § 2031.300, subd. (c).) Sanctions must be for reasonable expenses in enforcing discovery, including attorney's fees. (*Id.*, § 2023.030, subd. (a).)

Counsel for Defendant submits an hourly rate of $220 per hour. The court approves the hourly rate as reasonable. Defendant seeks imposition of 4 hours for legal research, preparation of the motions considered, and appearance at a possible hearing. The court imposes sanctions in the reduced amount of $390, inclusive of, as sought, the $60 in filing fees.

To the extent the request for sanctions could also be interpreted as made in connection with the motion to order Plaintiff to provide a statement of damages, the statute does not provide for an award of fees or costs in connection with the making of such a motion. (See, Code Civ. Proc. § 425.11.)

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: JS on 4/29/2026.
(Judge's initials) (Date)

(48)

Tentative Ruling

Re: ***Maselli v. Nadeem et al.***
Superior Court Case No. 24CECG05224

Hearing Date: April 30, 2026 (Dept. 503)

Motion: by Plaintiffs to Set Aside Dismissal

Tentative Ruling:

To grant. The dismissal entered on January 20, 2026, is set aside on the grounds of "attorney's mistake, inadvertence, surprise or neglect." (Code Civ. Proc., § 473, subd. (b).).

To set a Case Management Conference for May 28, 2026, at 3:27 p.m. in Department 503.

Explanation:

The court is empowered to relieve a party "upon any terms as may be just … from a judgment, dismissal, order, or other proceeding taken against him or her through his or her mistake, inadvertence, surprise, or excusable neglect." (Code Civ. Proc. § 473, subd. (b).) Where a motion seeking this relief is based on an "attorney affidavit of fault," the relief is mandatory. (*Ibid.*) Otherwise, relief is discretionary. (*Ibid.*)

Plaintiff's counsel's application for relief included counsel's affidavit of fault. Counsel states that he failed to appear at the hearing on January 20, 2026, which resulted in dismissal. (Goldberg Decl. ¶ 8.) Counsel asserts that he attempted to make a telephonic appearance, however, was unsuccessful. Had Mr. Goldberg attended the hearing, the action would have not been dismissed. Counsel sufficiently demonstrated that their neglect resulted in the dismissal of the action, thus, mandatory relief is proper.

Procedural Requirements:

The application for discretionary relief, and notice to the adverse party, must be made within a reasonable time, not exceeding six months from the court's order to dismiss. (Code Civ. Proc. § 473, subd. (b).) Plaintiff met the procedural requirements in filing the present motion.

Therefore, the motion to set aside the dismissal ordered on January 20, 2026 is granted.

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: JS on 4/29/2026.
(Judge's initials) (Date)

(49)

Tentative Ruling

Re: ***Legesse v. The Permanente Medical Group, Inc. et al.***
Superior Court Case No. 25CECG05074

Hearing Date: April 30, 2026 (Dept. 503)

Motion: By Defendant Universal Protection Service, LP on Demurrer to Complaint

Tentative Ruling:

To overrule as moot. (Code Civ. Proc., § 472, subd. (a).)

Explanation:

A party may amend its pleading any time after a demurrer or motion to strike is filed but before the demurrer or motion to strike is heard if the amended pleading is filed and served no later than the date for filing an opposition. (Code Civ. Proc., § 472, subd. (a).)Here, Plaintiff Ashenafi Legesse timely filed a first amended complaint on April 15, 2026 in lieu of an opposition to the demurrer filed by defendant Universal Protection Service, LP. The matter is now mooted by a superseding pleading, and the demurrer is overruled.

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: JS on 4/29/2030.
(Judge's initials) (Date)