<u>July 24, 2026, Civil Law & Motion Tentative Rulings</u>

The following tentative rulings are issued by the Hon. Judge Linfield.

1. CU0001962 PUDIWITR, LLOYD LEONARD ET AL VS. GRASS VALLEY COURTYARD SUITES, LLC

Defendant Grass Valley Courtyard Suites, LLC moves to compel Plaintiff Lloyd Pudiwitr to provide code-complaint responses and further document production in response to Defendant's Requests for Admissions, Set One, From Interrogatories No. 17.1 and Inspection Demands. Defendant also requests $2,475.00 in monetary sanctions.

COURT'S TENTATIVE DECISION:

Request for Admission No. 2: "Admit that YOU have been involved in one or more accidents prior to the INCIDENT."

Denied. The term "accidents" is overbroad and unintelligible.

Request for Admission No. 4: "Admit that YOU have been involved in one or more accidents after the INCIDENT."

Denied. The term "accidents" is overbroad and unintelligible.

Request for Admission No. 18: "Admit that YOU attempted to walk on the staircase identified in YOUR COMPLAINT during the night."

Granted. Responses to be provided within 20 days.

Request for Admission No. 19: "Admit that YOU had attempted to walk on the staircase identified in YOUR COMPLAINT when there was snow and/or ice on the staircase."

Granted. Responses to be provided within 20 days.

Request for Admission No. 20: "Admit that YOU knew there was snow and/or ice on the staircase identified in YOUR COMPLAINT before you attempted to walk on it."

Granted. Responses to be provided within 20 days.

Form Interrogatory No. 17.1:

Granted as to RFA's Nos 18, 19, 20. As Plaintiff states in his opposition, "Defendant's Form Interrogatory No. 17.1 argument rises or falls with the RFAs." (Opp., p. 7:2.) Since the Court is granting Defendant's request for code-compliant response to RFA's Nos. 18-20, it is also granting Defendant's Request for code-complaint responses to Form Rog, No. 17.1 as to those RFA's. Responses to be provided within 20 days.

Inspection Demand No. 19: "Produce all DOCUMENTS and ESI evidencing any medical treatment, assessment, examination or care that YOU received from five years prior to the INCIDENT to the date of YOUR responses herein."

Denied. This request is overbroad and invades Plaintiff's right to privacy in his medical records.

Defendant's request for sanctions is DENIED.

2. CU0002030 TITTLE, JERRY V. SAVALIN, RICK DAWSON ET AL

Gregory Gerald Callison is to appear for his examination as previously scheduled at 10:00 am on 7/24/2026 in Dept. 6 of the Nevada County Superior Court.

3. CU001323 SHIRLEY, RYAN VS. DYNASTY VALLEY, LLC

Motion to Approve PAGA settlement

BACKGROUND:

The parties have reached a settlement agreement of this PAGA action. There are approximately 460 Aggrieved employees who worked 10,425 PAGA Pay Periods. (Motion to Approve PAGA Settlement, p. 5:12-13.) The agreement allocates $200,000.00, to pay individual PAGA payments, PAGA counsel's attorneys' fees, PAGA Litigation Expenses, a Service Award to Plaintiff and Administration Expenses. (Motion, p. 5:15-19.) After these deductions, the PAGA civil penalties will be divided 75% to the LWDA and 25% to the Aggrieved Employees. (Motion, p. 5:19-22.)

The parties are asking the Court to approve a Service Award to Plaintiff of $10,000. (Motion, p. 6:5-8.) Plaintiff's counsel is asking for 1/3 of the award as attorneys' fees ($66,666.67) and $13,432.15 in Litigation Expenses. (Motion, p. 6:9-18.) They are also asking for up to $5,950.00 in Administration Expenses. (Motion, p. 6:19-22.)

The parties claim that the "Settlement of $200,000.00 penalizes Defendant for the alleged violations of California's labor laws in an amount significant enough to deter alleged violations and provide genuine and meaningful relief." (Motion, p. 10:13-15.) The also note that the $200,000 settlement "represents approximately 19.2% of the non-stacking maximum penalty of $1,042,500.00" which according to the parties is reasonable in light of the risks of going to trial. (Motion, p. 15:26-28.) Plaintiff also states that their experts have calculated Defendant's maximum exposure at $3,932,400.00. (Motion, p. 16:21.)

The parties state that "[i]n the context of mediation, Defendant represented through its counsel that it has experienced material financial difficulties that constrain its ability to fund a substantially larger settlement." (Motion, p. 18:4-7.)

The parties also agree that Plaintiff's counsel's attorneys' fees are "fair and reasonable" and that Plaintiff's counsel "spent hours in prosecuting this action." (Motion, p. 18:23; p. 21:26.)

ANALYSIS:

The Court has various concerns about the proposed PAGA settlement.

1. It is not clear to the Court how much each Aggrieved Employee will receive from the proposed settlement. It appears that approximately 50% of the recovery will be devoted to individual PAGA payments, PAGA counsel's attorneys' fees, PAGA Litigation Expenses, a Service Award to Plaintiff and Administration Expenses.

2. The Court would like to know what are the maximum and minimum amounts to be received by the Aggrieved Employees, as well as the median and mean amounts to be received by the Aggrieved Employees.

3. It is not clear to the Court why Plaintiff should receive a Service Award of $10,000. How much time did the Plaintiff devote to this case? Was Plaintiff deposed? How was the Service Award determined? How much additional compensation has Plaintiff received? (See Motion, p. 5:2-5.)

4. Although the proposed settlement amount of $200,000 "represents approximately 19.2% of the non-stacking maximum penalty of $1,042.500.00," the parties indicate that plaintiff's experts have calculated that Defendant's maximum stacking exposure would be $3,932,400. The $200,000 settlement is barely 5% of Defendant's maximum exposure. Is this fair and reasonable?

5. The parties state that "[i]n the context of mediation, Defendant represented through its counsel that it has experienced material financial difficulties that constrain its ability to fund a substantially larger settlement." (Motion, p. 18:4-7.) This statement seems to hide more than it reveals. The statement from defendant's counsel that defendant is having financial difficulties is mere hearsay; has this been confirmed by Plaintiff's counsel? Further, there is no indication in the Motion of defendant's current financial condition. What were defendant's gross and net earnings, profits, etc. during the past couple of years?

CONCLUSION:

Before the Court can approve this PAGA settlement, it would need to have the above questions answered. The Court continues the hearing on this motion until August 28, 2026 at 10:00 am in Dept. 6 for further briefing on this matter. Any additional briefs and/or declarations are to be filed at least 10 court days prior to the hearing.

4. CU0001696 WATSON, GEORGE vs. GENERAL MOTORS, LLC

The Court recuses itself from this case. The case is continued until July 31, 2026, at 10:00 am in Dept. 6.

5. CU002491 RAM, MALIN KUMAR VS. RODNEY ANDREWS ET AL

BACKGROUND AND SUMMARY OF PLEADINGS

Plaintiff's Motion

Plaintiff Malin Kumar Ram is applying for 1) and Order Appointing Receiver; 2) a Temporary Restraining Order; and 3) and OSC re Confirmation of the Appointment of a Receiver and Preliminary Injunction.

Plaintiff wishes a receiver appointed to "manage, oversee and possibly sell" three properties owned by Plaintiff. (Motion, p. 4:3-5.) According to the Plaintiff, Defendants Isaiah and Rodney Andrews "have failed to make required payments and comply with loan covenants. . . ." (Motion, p. 4:6-8.) Plaintiff nominates Jackson Wyche of Receivership Specialists as the receiver. (Motion, p. 4:13-16.)

Plaintiff states that he believed that he would be the 100% vested owner of the property; in reality, the Grant Deed gave a 75% undivided interest to Defendant Isaiah Andrews and a 25% interest to Plaintiff. (Motion, p. 4:18-28.) On Sept. 19, 2023, Plaintiff signed a second Grant Deed transferring his 25% interest in the property to Defendant Isaiah Andrews. (Motion, p. 5:3-9.)

On January 24, 2024, Defendant Isaiah Andrews transferred the property to Defendant Dewey as a bona fide gift. (Motion, p. 5:11-13.) That same day, Defendant Dewey obtained a $45,000 loan from Defendant Hasbun. (Motion, p. 5:16-17.) On April 28, 2025, Defendant Dewey transferred the property back to without executing a Deed of Reconveyance. The $45,000 loan was never repaid by Defendant Dewey. (Motion, p. 5:22-25.)

Although the property was listed for sale several times, it was never sold. On May 1, 2024, Defendants Isaiah and Rodney Andrews began using the Property as a short-term Airbnb rental. Plaintiff has not received any accounting of the monies received. (Motion, p.6:2-5.)

By August 12, 2024, the loan on the Property was in default. (Motion, p. 7:8.)

Opposition by Defendants Isaiah and Rodney Andrews

The appointment of a receiver is a drastic remedy to be employed only when the property is "in danger of being lost, removed or materially injured." (Opp., p. 6:10-12; CCP §564(b)(1).) Defendants argue that Plaintiff has not demonstrated that a less drastic remedy is unavailable "to preserve the status quo pending final judgment." (Opp., p. 2:3-4.)

Defendants also argue that Plaintiff's delay in seeking relief shows that there is no true emergency. Defendants Andrews note that the real estate transaction occurred in 2022, the transfer issues occurred in 2024, and Plaintiff filed his lawsuit in December, 2025. However, he waited until June 2026 to request a receiver. (Opp., p. 11:8-18.)

Opposition by Defendant Hasbun

The Notice of Default has been rescinded and there is no foreclosure currently pending. (Opp., p. 2:6-9.)

Reply by Plaintiff

Defendants do not dispute that the loan has been in default for approximately two years, that the Property has been operated as a short-term rental since May 2024 and that Plaintiff "remains personally obligated on the Note while holding no record title." (Reply, p. 2:3-10.) Further, although Defendant Hasbun claims that the Notice of Default has been rescinded, "no Rescission has been recorded." (Reply, p. 2:11.)

COURT'S TENTATIVE DECISION:

Although the Motion asks for the Court to issue a TRO and OSC re Confirmation of Appointment of Receiver and Preliminary Injunction, the Motion contains no argument for either of these two requests. Therefore, the Court DENIES Plaintiff's request for the issuance of a TRO and OSC re Confirmation of Appointment of Receiver and Preliminary Injunction.

The Court does not agree with Defendants Andrews that Plaintiff has unduly waited to seek a receiver for this Property. The case was filed on December 1, 2025. An *ex parte* request for appointment of a receiver was denied on June 18, 2026. The current Motion for Appointment of a Receiver was filed less than two weeks later, on June 29, 2026.

Nonetheless, the Court DENIES Plaintiff's request to appoint a receiver. Plaintiff has not demonstrated that the Property is currently in danger of being sold, or that Plaintiff, should he win at trial, will not have an adequate remedy through damages.

However, the Court orders that none of the parties to this action sell or transfer the Property pending any further order of this Court.

The Court further orders Defendant Hasbun to supply the all parties within 15 days of the recorded Notice of Rescission. If any notice of Trustee's Sale is recorded, Plaintiff may return to court – if necessary, on an ex parte basis – to request further Court intervention to prevent such a sale.