January 9, 2026, Civil Law & Motion Tentative Rulings

1. CU0001135 Tasha Schaffer vs. Spring Hill Manor Convalescent and Rehabilitation Hospital, Inc.

Appearances are required by counsel for all parties. The matter is before the Court on Plaintiff's motion for final approval of class action settlement. The Court is favorably inclined to grant the motion subject to the outcome of the required fairness hearing under California Rules of Court, Rule 3.769(g). As part of the hearing, Counsel shall address how the notice of final judgment will be given to class members. California Rules of Court, Rule 3.771(b). Finally, Counsel is directed to provide the Court with proposed dates for a final status hearing regarding accounting and distribution of the settlement funds. Plaintiff will be required to timely submit its report of compliance before the final status hearing.

Counsel are directed to prepare and submit an order reflecting this tentative ruling, including the other findings contained in Plaintiff's previously submitted proposed order. That order must reflect the agreed-upon date for the final status hearing, which will be determined at the hearing.

Factual Background

On or about December 21, 2023, Plaintiff commenced the present action alleging various claims against Defendant both as an individual and as a class action and a representative action under the Private Attorney General Act ("PAGA"). The Complaint alleges causes of action for all of the following: (1) Meal Period Violations; (2) Rest Period Violations; (3) Wage Statement Violations; (4) Waiting Time Penalties; and (5) Unfair Competition. Defendants allegedly: failed to allow and permit non-exempt employees to take all compliant and timely meal and rest periods or pay premium wages at the "regular rate of pay" in lieu thereof, failed to provide non-exempt employees with accurate written itemized wage statements in violation of Labor Code section 226(a), and failed to timely pay all final wages upon separation of employment in violation of Labor Code sections 201-203. On April 17, 2024, Plaintiff filed her First Amended Complaint, adding a sixth cause of action for penalties under the Private Attorneys General Act ("PAGA") seeking civil penalties based on the alleged Labor Code violations. On July 23, 2025, the parties stipulated to Plaintiff filing a second amended complaint. On the same date, Plaintiff filed her Second Amended Complaint ("SAC"), adding causes of action for failure to pay all overtime wages, and failure to pay all sick time, alleging Defendants incorrectly calculated the "regular rate of pay."

Plaintiff now seeks final approval of their settlement agreement in the amount of $495,000.00, which will be subject to deductions for attorneys' fees and costs, class incentive payment, payment to the Labor and Workforce Development Agency, and payment to the settlement administrator.

Analysis

California Rules of Court, Rule 3.769(a) mandates court approval for the dismissal, compromise, or settlement of a state, class action case. The approval procedure has three distinct steps: (1)

preliminary settlement; (2) dissemination of notice to class members; and (3) the final settlement approval hearing. The present motion concerns the final step.

1. Settlement Class Certification

Code of Civil Procedure section 382 has two minimum requirements to sustain a class action: (1) an "ascertainable" class; and (2) a well-defined "community of interest" in questions of law and fact. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1806; *see also Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326.

As to the first element, for a class to be "ascertainable," it must be sufficiently numerous such that it would be impractical to bring them all before the Court. *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. It also requires class members to be readily and easily identifiable. *Archer v. United Rentals, Inc.* (2011) 195 Cal.App.4th 807, 828.

The second element – the existence of a well-defined "community of interest" – embodies three separate factors: (1) predominant common questions of law or fact; (2) the class representative has claims or defenses typical of class members; and (3) the class representative can adequately represent the class. *Richmond,* 29 Cal.3d at 470. The standards for satisfying these requirements vary based on whether the class being certified is a settlement class or a litigation class. A settlement class, which is at issue here, is held to a lower standard of scrutiny. *Global Minerals & Metals Corp. v. Superior Court* (2003) 113 Cal.App.4th 836, 859; *Dunk,* 48 Cal.App.4th at 1807.

At bar, the class is comprised of three-hundred and twelve (312) individuals defined as "[a]ll individuals who are or were employed by Spring Hill Manor as non-exempt hourly employees in California at any time from December 21, 2019 through January 27, 2025." Mot. Prelim. Approval, 1:10-12; Mot. Fin. Approval, 1:6; Bokhour Decl. ISO Final Approval, ¶ 25, Exh. B, ¶¶ 1.4, 1.11. Plaintiff was employed by Defendant as a non-exempt employee in California between December 21, 2019 and January 27, 2025. Bokhour Decl., ¶ 25. In connection with the motion for preliminary approval, Plaintiff indicated the class contained two-hundred and eighty-nine (289) Class Members Class Period was "any time from December 21, 2019 through January 27, 2025." Mot. Prelim. Approval, 1:11-12, 2:5-6.

Given the foregoing, the Court finds the proposed class, as previously approved, is ascertainable, sufficiently numerous, and readily identifiable. The Court also finds there is a well-defined "community of interest." Therefore, the Court confirms that this action is properly certified as a class action on behalf of the settlement class.

2. *The Settlement*

a. *The Legal Standard*

With respect to the settlement, 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." *Kullar v. Foot Locker Retail, Inc.* (2008) 168

Cal.App.4th 116, 129. The Court is effectively a "guardian of the class" and has "a fiduciary responsibility … [to safeguard] the rights of the absentee class members when deciding whether to approve a settlement agreement." *Id*. The Court may not give rubber-stamp approval, but must instead "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." *Id*. at 130.

b. *Fairness and Reasonableness of the Settlement*

As part of the Court's approval process, the moving party must demonstrate that the settlement is "fair, reasonable and adequate." *Dunk,* 48 Cal.App.4th at 1801. This determination of settlement fairness is ultimately left to the "broad discretion" of the reviewing trial court. *Id*. at 1801-1802; *see also Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234.

In making its assessment, the Court considers the factors outlined in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, including, but not limited to: (1) the strength of plaintiffs' case; (2) the risk, expense, complexity, and the likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence (or lack thereof) of a governmental participant; and (8) the reaction of the class members to the proposed settlement. *Id.* at 1803.

At the time of final approval, the Court also assesses whether the PAGA portion of the settlement is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 64-65.

Plaintiff asserts that prior to arriving at the settlement the parties thoroughly investigated the facts relating to the class and PAGA claims and engaged in a review of the related legal principles. Bokhour Decl. ISO Final Approval, ¶¶ 27, 29. Plaintiff contends that "detailed data was obtained through discovery and information exchanges … and Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and to reach a realistic and reasonable resolution." Bokhour Decl. ISO Final Approval, ¶ 29. Plaintiff asserts, "Class Counsel synthesized and analyzed information provided by Defendant as to the total Settlement Class Members, the number of current and former employees, and the number of employees who worked during various time periods and prepared comprehensive damages calculations regarding the wage and hour claims at issue." *Ibid.* The investigation also included interviews with putative class members, an investigation of Defendant's operations and wage hour practices, and the informal exchange of discovery materials which included Defendant's written wage and hour policies and practices as well as a representative sampling of payroll and timekeeping records. Mot. Prelim. Approval, 4:8-12; Bokhour Decl. ISO Prelim. Approval, ¶ 15.

Based on the class data provided by Defendant, Plaintiff estimates that Defendant would face potential liability of approximately $929,732.00 for the class claims if Plaintiff were to prevail at trial. Mot. Prelim. Approval, 22:6-12; Bokhour Decl. ISO Final Approval, ¶ 30. Plaintiff calculated the final Settlement Class of 289 Settlement Class Members who worked a total of

24,445 Compensable Workweeks during the Class Period. Mot. Prelim. Approval, 7:9-12; Bokhour Decl. ISO Final Approval, Exh. B, Settlement Agreement ¶ 4.1.

The Parties engaged in a full day of mediation on November 4, 2024 with mediator Daniel Turner, Esq., which facilitated the settlement. Bokhour Decl. ISO Final Approval ¶ 26.

As to risks, expenses, complexity, liability, and further duration, Plaintiff indicates a belief that Defendants' maximum possible liability exposure of approximately $929,732.00, including PAGA penalties, "totals approximately 53% of Plaintiff's risk-adjusted value of the case." Bokhour Decl., ISO Prelim. Approval ¶ 44. Plaintiff acknowledges Defendant may have viable factual and legal defenses to its claims and notes that the proposed settlement amount was arrived at with such considerations in mind. *Id*. at ¶¶ 44-45. Plaintiff also acknowledges possible issues related to possible class certification, as well as inevitable post-trial motions and appeals. *Id*. at ¶¶ 45, 48, 50.

In connection with the fairness determination, the Court also notes that there have not been *any* requests for exclusion, notices of objection, or class count disputes. Argueta Decl., ¶¶ 11-13.

For all the foregoing reasons, the Court finds that the settlement is "fair, reasonable, and adequate" within the meaning of *Dunk* and *Kullar*.

3. *Attorney's Fees and Costs*

There are two primary methods for determining whether attorneys' fees are "fair and reasonable" in the context of class action litigation: (1) the percentage method; or (2) the lodestar method. *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 506. The former method is most appropriate when the settlement amount is clearly defined. *Id*. at 503-504; *see also Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 49. The trial court also can provide a "lodestar cross-check" to further confirm reasonableness. *Laffitte*, 1 Cal.5th at 503. Ultimately, however, it is left to the trial court's sound discretion as to which method to employ in assessing reasonableness. *Id.* at 506.

Plaintiff's class counsel seeks approval of attorneys' fees in the amount of $165,000.00 (approximately one third of the total recovery) and costs incurred in the amount of $16,362.31. Bokhour Decl. ISO Final Approval, ¶¶ 18, 22. *See e.g., Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 67, fn. 11.

As to the attorney's fees, Counsel indicates that at present, approximately 179 hours have been expended by class counsel in this matter. Bokhour Decl. ISO Final Approval, ¶ 18; Falakassa Decl. ISO Final Approval, ¶ 13. Counsel anticipates an additional 35 hours will be necessary to prepare for and attend the hearing (including finalizing and filing the motion, appearing at the hearing, addressing the Court's concerns, submitting revised documents, and responding to class members), as well as anticipated work after final approval including working with counsel, administrator, and class members, ensuring timely payment from Defendant, reviewing calculations, working with the administrator regarding uncashed checks, and appearing at the final disbursement hearing. Bokhour Decl. ISO Final Approval, ¶ 18, fn. 1. In applying a lodestar cross-check, counsel declares the lodestar, inclusive of anticipated work, $132,087.50,

exclusive of costs, and thus the requested attorneys' fees of $165,000.00 are equal to Class Counsel's lodestar with a multiplier of 1.25. Bokhour Decl. ISO Final Approval, ¶ 18.

Once the lodestar has been calculated, the Court may, as requested, adjust it through use of a multiplier "based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1135. Contingent risk alone may justify a lodestar enhancement. *Sonoma Land Trust v. Thompson* (2021) 63 Cal.App.5th 978, 988; *see also Ketchum,* 24 Cal.4th at 1138.

At bar, no adjustment of the fee is requested.

Given the above, the Court finds the hours worked, the rates of compensation, and the proposed lodestar multiplier are all reasonable and supported by the accompanying declarations. As to the requested costs, the amount is less than the amount for which preliminary approval was granted and is adequately supported.

Accordingly, the requests for attorneys' fees and costs are approved as prayed.

4. *Payment to Class Representative*

"[I]t is established that named plaintiffs are eligible for reasonable incentive payments to compensate them for the expense or risk they have incurred in conferring a benefit on other members of the class." *Munoz v. BCI Coca-Cola Bottle Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412; *see also Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807. Those incentive payments, however, may not be summarily granted without due regard to the provided evidence; the propriety of such payments is to be assessed on the evidence presented in the competent declarations in support thereof. *See Clark,* 175 Cal.App.4th at 806-807.

Here, proposed class representative, Tasha Schaffer, provided a declaration with the motion for preliminary approval attesting to her involvement and the work she has performed on the case. Schaffer Decl. ISO Prelim. Approval, ¶¶ 6-9. Plaintiff's class counsel also attested to Ms. Schaffer's involvement in the case, noting she assisted class counsel on many occasions with investigating and prosecuting the action, providing documents and relevant information to class counsel, educating class counsel on the inner workings of Defendant's operations and timekeeping practices, and making herself available for mediation. Bokhour Decl. ISO Final Approval, ¶¶ 14-15. The $10,000 payment requested is reasonable and is granted as prayed.

5. *Class Administrator*

The Court previously authorized an estimated payment of no more than $9,000.00 to the approved settlement administrator, CPT Group, Inc. ("CPT Group"). CPT Group is tasked with sending class notices and generally administering this settlement. The Court is in receipt of a declaration from CPT Group case manager, William Argueta, which contains a detailed description of CPT Group's activities in connection with this administration. *See generally* Argueta Declaration. CPT Group asserts its comprehensive fees and costs for administering the Settlement, both incurred and anticipated, is $9,000.00. CPT Group Decl., ¶ 19. Class

administrator fees are approved in the amount of $9,000.00, subject to CPT Group filing a detailed breakdown of costs.

6. *PAGA Penalties*

The proposed settlement includes PAGA penalties of $10,000 from the Gross Settlement Account, comprised of $7,500 PAGA payment to the Labor and Workforce Development Agency (LWDA) and $2,500.00 PAGA payment to PAGA members. Bokhour Decl. ISO Final Approval, Exh. B, Settlement Agreement ¶ 3.2.6. Notice of the settlement and payment was given to the LWDA, noting 75% of the payment will be paid to LWDA and 25% distributed to the PAGA Covered Employees. Bokhour Decl. ISO Final Approval, Exh. A. LWDA did not register an objection. *Id*. Therefore, the proposed PAGA payment is approved as prayed.

2. CU0001285 17031 LLC vs. Joseph Jacks, et al.

Plaintiff 17031 LLC's motion to consolidate actions is granted. Plaintiff is ordered to file the transfer fee.

Discussion

"A judge may, on motion, transfer an action or actions from another court to that judge's court for coordination with an action involving a common question of fact or law within the meaning of Section 404." Code Civ. Proc. § 403. "The motion shall be supported by a declaration stating facts showing that the actions meet the standards specified in [Code of Civil Procedure section] 404.1, are not complex as defined by the Judicial Council and that the moving party has made a good faith effort to obtain agreement to the transfer from all parties to each action." *Ibid*. A judge must consider the guidelines set forth in Rules of Court, rules 3.400-3.403 to determine whether a case is complex. Cal. Rules of Court, Rule 3.502. "Notice of the motion shall be served on all parties to each action and on each court in which an action is pending." Code Civ. Proc. § 403. The court to which a case is transferred may order the cases consolidated for trail pursuant to Code of Civil Procedure section 1048 without any further motion or hearing.

Moreover, "[i]f the court orders that the case …be transferred from another court, the order must specify the reasons supporting a finding that the transfer will promote the ends of justice, with reference to the following standards: (1) The actions are not complex; (2) Whether the common question of fact or law is predominating and significant to the litigation; (3) The convenience of the parties, witnesses, and counsel; (4) The relative development of the actions and the work product of counsel; (5) The efficient utilization of judicial facilities and staff resources; (6) The calendar of the courts; (7) The disadvantages of duplicative and inconsistent rulings, orders, or judgments; and (8) The likelihood of settlement of the actions without further litigation should coordination be denied." Cal. Rules of Court, Rule 3.500(d).

Plaintiff 17031 LLC moves to coordinate and consolidate the present case with an earlier filed case filed by Defendant Joe Jacks in San Francisco County on March 14, 2024, San Francisco County Superior Court Case No. CGC-24-613115. Defendant Jacks filed a First Amended Complaint adding Blaine Schanfeldt as a plaintiff on April 21, 2025. Plaintiff seeks to transfer and coordinate the San Francisco County action to be heard in this Court.

Section 403 of the Code of Civil Procedure permits coordination of non-complex cases involving "a common question of fact or law." Code Civ. Proc. § 403. The present case involves allegations by Plaintiff 17031 LLC that Defendants Jacks and Schanfeldt caused property damage when vacating the property as a result of Plaintiff's unlawful detainer proceeding. The San Francisco County case alleges Jacks and Schanfeldt suffered damages caused by Plaintiffs' (17031 LLC and Dan Irish) lockout of Jacks and Schanfeldt at the termination of their tenancy at the property. Plaintiff 17031 LLC is correct that the two cases involve common questions of fact and law, based on overlapping facts concerning the tenancy termination.

These cases meet the standards of Code of Civil Procedure § 404.1. The common questions of fact concerning the tenancy termination predominate in both actions. Having separate trials in two cases in two counties would entail unnecessary burdens upon the parties and witnesses, eliciting duplicative testimony in duplicative proceedings, with a probability of conflicting rulings. For the same reason, consolidation of the actions is proper under Code of Civil Procedure section 1048 once they are coordinated in Nevada County.

Plaintiff 17031 LLC presents the required declaration stating why the cases are not complex under California Rules of Court, Rule 3.400, as the cases do not involve an overbearing multiplicity of pretrial motions, or a large number of witnesses or parties, instead involving largely a dispute over tenancy termination. That same declaration also describes the efforts made to meet and confer with other parties concerning the coordination of the actions, which were unsuccessful. Bilheimer Decl. ¶ 16.

The motion is therefore granted.

3. CU0002461 In the Matter of Yevgeniy Zebrov

The petition for release of mechanic's lien is denied without prejudice.

Introduction

The case concerns the property located at 11625 Hilltop Dr., Grass Valley, CA 95949 ("Property"). Petitioner Yevgeniy Zebrov is the owner of the Property. On January 9, 2023, Respondent Apex Building Technology Inc. recorded a mechanic's lien against the property in the amount of $12,600.00 for services furnished by Respondent for work of improvement.

Legal Standard

After a mechanic's lien has been recorded, "[t]he owner of property or the owner of any interest in property subject to a claim of lien may petition the court for an order to release the property from the claim of lien if the claimant has not commenced an action to enforce the lien within the time provided in Section 8460." Civ. Code § 8480(a). A claimant must commence an action to enforce a lien within 90 days of recording the lien. Civ. Code § 8460(a). Civil Code section 8460 further provides that "[i]f the claimant does not commence an action to enforce the lien within that time, the claim of lien expires and is unenforceable." Civ. Code § 8460(a). Civil Code section 8460 also provides that the 90-day time limit to commence an action to enforce a

lien does not apply if there was an agreement to extend credit and a notice of that fact was recorded within 90 days after recordation of the claim of lien or more than 90 days after recordation of the claim of lien but before a purchaser or encumbrancer for value and in good faith acquires rights in the property. Civ. Code § 8460(b).

Civil Code section 8484 requires that the petition for release order be verified by the petitioner and allege the following:

> (a) The date of recordation of the claim of lien. A certified copy of the claim of lien shall be attached to the petition.
> (b) The county in which the claim of lien is recorded.
> (c) The book and page or series number of the place in the official records where the claim of lien is recorded.
> (d) The legal description of the property subject to the claim of lien.
> (e) Whether an extension of credit has been granted under Section 8460, if so to what date, and that the time for commencement of an action to enforce the lien has expired.
> (f) That the owner has given the claimant notice under Section 8482 demanding that the claimant execute and record a release of the lien and that the claimant is unable or unwilling to do so or cannot with reasonable diligence be found.
> (g) Whether an action to enforce the lien is pending.
> (h) Whether the owner of the property or interest in the property has filed for relief in bankruptcy or there is another restraint that prevents the claimant from commencing an action to enforce the lien.

A property owner may not petition for a release order until he or she gives the claimant notice demanding that the claimant execute and record a release of lien claim at least ten days before filing the petition. Civ. Code § 8482. The manner of giving notice must comply with the requirements of Civil Code sections 8100, et. seq. *Id*.

"The petitioner shall serve a copy of the petition and a notice of hearing on the claimant at least 15 days before the hearing." Civ. Code, § 8486(b). "Service shall be made in the same manner as service of summons, or by certified or registered mail, postage prepaid, return receipt requested, addressed to the claimant as provided in Section 8108." *Id.*

Civil Code section 8108 provides that notice can be given to Respondent at the address shown on Respondent's claim of lien. Civ. Code § 8108(d).

The petitioner bears the burden of proving compliance with the service and notice requirements. Civ. Code § 8488(a).

Analysis

Statutory Requirements

At bar, the petition does not fully comply with the statutory requirements. The Petition is verified, alleges the date of recordation of the Claim of Mechanic's Lien, the county in which it

was recorded (Nevada County), and attaches and incorporates by reference a certified copy of the Claim of Mechanic's Lien. Pet., ¶ 3; Pet. p. 3 (verification); Exh. A. The Petition alleges the legal description of the Subject Property. Pet., ¶ 1.

The Petition alleges that no extension of credit has been granted, that no action to foreclose the Claim of Mechanic's Lien was filed, that the 90-day time period to enforce the Claim of Mechanic's Lien has expired. Pet., ¶ 4. The Petition also alleges Petitioner has not filed for bankruptcy and that no other restraint exists preventing Respondent from filing an action to enforce the lien. Pet., ¶ 8. The Petition alleges that on October 30, 2025, which is at least ten days prior to the filing of the Petition, Petitioner sent Respondent, by registered or certified mail a written demand to remove the Claim of Mechanic's Lien. Pet., ¶ 6, Exh. B; POS on Petitioner's Demand for Release, ¶ 3. Service of the written demand by "registered or certified mail, express mail, or overnight delivery by an express service carrier" is proper. Civ. Code §§ 8100, 8106(b), 8110.

While most of the statutory requirements are met, the Petition does not state the book and page or series number of the place in the official records where the claim of lien is recorded. Civ. Code § 8484(c).

Service Requirements

"The petitioner shall serve a copy of the petition and a notice of hearing on the claimant at least 15 days before the hearing." Civ. Code, § 8486(b). "Service shall be made in the same manner as service of summons, or by certified or registered mail, postage prepaid, return receipt requested, addressed to the claimant as provided in Section 8108." *Id.*

The petitioner bears the burden of proving compliance with the service and notice requirements. Civ. Code § 8488(a).

At bar, Petitioner's proof of service filed December 29, 2025 indicates service was made by mail on December 15, 2025. There is no indication that service was made by "certified or registered mail, postage prepaid, return receipt requested." Civ. Code § 8486(b).

Thus, the Court finds Petitioner fails to sustain his burden of proof with respect to service and notice of hearing.

As such, the Court denies the petition without prejudice to renewal given these defects.

4. CU0001386 Rise Grass Valley, Inc. vs. Board of Supervisors of Nevada Cnty., et al.

On the Court's motion, Petitioner Rise Grass Valley Inc.'s petition for a writ of administrative mandamus is continued until March 6, 2026, at 10:00 a.m., in Department 6.