February 13, 2026, Civil Law & Motion Tentative Rulings

1. CU0001683 County of Nevada vs. Michael James Taylor

On the Court's motion, Defendant's January 26, 2026, motion to disqualify counsel is continued from *February 13, 2026 at 9:00 a.m., to the same date at 10:00 a.m.,* in Department 6. Defendant's motion to disqualify counsel is denied.

On the Court's motion, Defendant's January 23, 2026, motion for appointment of counsel at county expense as an accommodation under the American with Disabilities Act (ADA) is continued to April 3, 2026, at 10:00 a.m., in Department 6.

On the Court's motion, Defendant's January 23, 2026, motion for entry of judgment on the cross-complaint is continued to April 3, 2026, at 10:00 a.m., in Department 6.

Defendant's January 23, 2026, motion to file medical declaration under seal is granted.

Finally, no party is presently authorized to file any further briefs in connection with the hearing set on February 13, 2026 at 10:00 a.m. The Court previously granted an ADA accommodation to Defendant in connection with hearings. The *only* accommodations granted are specifically delineated in the Reporter's Transcript for October 8, 2025 (filed on October 23, 2025) at 6:28-8:24.

Defendant's Motion to Disqualify Counsel

In his January 26, 2026 motion, Defendant seeks to disqualify all members of the Office of County Counsel arguing that, because a cross-complaint has been filed against former County Counsel Elliott and Deputy Counsel Douglas, there is a conflict of interest which precludes that office from representing Nevada County in the complaint and this litigation. Plaintiff County argues Defendant cannot disqualify public counsel by filing a counterclaim, and the motion is moot because Plaintiff's demurrer to the cross-complaint was sustained without leave to amend. The Court agrees with Plaintiff.

The Court sustained Plaintiff's demurrer to the cross-complaint without leave to amend on October 20, 2025. *See* 10/20/25 Memo. Decision. Thus, any alleged conflict of interest is now moot. In addition, "[w]here no conflict exists between an attorney's clients in a lawsuit, opposing counsel may not create a conflict through a meritless cross-complaint." *Federal Home Loan Mortg. Corp. v. La Conchita Ranch Co.* (1998) 68 Cal.App.4th 856, 858. At bar, the allegations in the cross-complaint against the County and the individual attorneys were based on conduct undertaken by counsel in the course and scope of employment with the County and in furtherance of the County's interests. There was no conflict of interest which precluded County Counsel from both prosecuting the complaint and defending the cross-complaint.

Defendant's Motions for Reasonable Accommodation and to File Medical Declaration Under Seal

Defendant previously filed a request for appointment of counsel as an accommodation under the ADA on October 6, 2025. On October 8, 2025, adjudication of that motion was deferred and Defendant was directed to file a declaration from a medical professional regarding his request by no later than October 17, 2025. On October 15, 2025, at Defendant's request, the deadline for submission of the declaration was extended through December 12, 2025. On November 12, 2025, at Defendant's request, the deadline for submission of the declaration was extended through February 2, 2026. Defendant's January 23, 2026, motion apparently supersedes the original October 2025 request; hence, the Court will only adjudicate the latest January 2026 motion.

In addition, on November 12, 2026, Defendant's November 7, 2025 *ex parte* request to seal the requested medical documents was continued to February 13, 2026. The January 23, 2026, motion to file medical declaration under seal apparently supersedes the November 2025 request; hence, the Court will only adjudicate the latest January 2026 sealing motion.

The January 23, 2026, request to file a medical declaration under seal is granted. Defendant shall ensure that County Counsel Koski solely receives a copy of the same. County Counsel shall not disclose the contents of the information therein to any other individuals absent authorization from the Court.

The January 23, 2026, motion for appointment of counsel must be continued to April 3, 2026. There is no proof that the notice of motion and motion has been timely filed and properly served on the County. *See* Code of Civil Procedure § 1005(b) (requiring filing within 16 court days plus additional calendar days depending on means of service). Moreover, on October 15, 2025, Deputy County Counsel Johnson indicated that the County would oppose appointment of counsel at county expense. The County is directed to file its response to the same no later than March 6, 2026. Defendant may file any optional reply no later than March 20, 2026.

Motion for Entry of Judgment on the Cross-Complaint

On the court's motion, Defendant's January 23, 2026, motion for entry of judgment on the cross-complaint is continued to April 3, 2026. There is no proof that the notice of motion and motion has been timely filed and properly served on the County. *See* Code of Civil Procedure § 1005(b) (requiring filing within 16 court days plus additional calendar days depending on means of service). The County is directed to file its response to the same no later than March 6, 2026. Defendant may file any optional reply no later than March 20, 2026.

2. CU0001357 Joel Evan Byers vs. Alta Sierra Country Club Inc.

Appearances are required by counsel for all parties. The matter is before the Court on Plaintiff's motion for final approval of the settlement, and Plaintiff's motion for class counsel attorneys' fees and expenses and service awards. The Court is favorably inclined to grant both motions provided Plaintiff addresses the issues noted below and the outcome of the required fairness hearing under California Rules of Court, rule 3.769(g).

As part of the Court's evaluation of the fairness of the settlement, Counsel shall briefly:

(1) explain if it has any information regarding why a class member has requested exclusion; (2) confirm that the proposed settlement includes PAGA penalties and payment to the Labor and Workforce Development Agency (LWDA) of $20,000.00 from the Gross Settlement Account, comprised of $15,000.00 PAGA payment to LWDA and $5,000.00 PAGA payment to be allocated to Aggrieved Employees[1]; (3) indicate whether the LWDA registered any objection to Plaintiff's proposed settlement and preliminary approval order; (4) address how the notice of final judgment will be given to class members, *see* California Rules of Court, rule 3.771(b); (5) 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. That order must reflect the agreed-upon date for the final status hearing, which will be determined at today's hearing.

Factual Background

On or about April 26, 2024, Plaintiff commenced the present action alleging various claims against Defendants 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) failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Order; (2) failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Order; (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Order; (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Order; (5) failure to maintain accurate employment records in violation of Labor Code section 1174; (6) failure to pay timely wages during employment in violation of Labor Code sections 204, 210; (7) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; (8) failure to indemnify all necessary business expenditures in violation of Labor Code section 2802; (9) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (10) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210). On or about September 20, 2024, the parties filed a joint stipulation for leave to file Plaintiff's First Amended Complaint ("FAC") alleging the above causes of action, and adding a cause of action for penalties based on the foregoing pursuant to PAGA (Lab. Code §§ 2698-2699.6).

Plaintiff now seeks final approval of their settlement agreement in the amount of $135,000.00 as the total settlement amount, which will be subject to deductions for attorneys' fees and costs, class incentive payment, payment to the LWDA, and payment to the settlement administrator.

[1] The Motion for Final Approval appears to incorrectly state an allocation of PAGA penalties of $10,000, while the declarations supporting the Motion for Final Approval, the Motion for Preliminary Approval and supporting declarations assert a request for and approval of an allocation of PAGA penalties of $20,000, including payment to the LWDA of $15,000 for its share of 75% of the PAGA penalties. Mot. Final Approval, 16:28-17:4.

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 so that it is possible "to give adequate notice to class members." *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 this standard 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 one-hundred and fifty-two (152) individuals defined as "all individuals who are or were employed by Defendants as non-exempt employees in California from April 26, 2020 through April 4, 2025." Motion, 8:5-6. Plaintiff was employed by Defendant as a Grounds Crew Manager and Store Assistant in the Grass Valley and Alta Sierra area from about August 2020 to January 2024, working various shifts, typically 8 hours per day, five days per week. Melmed Decl. ISO Prelim. Approval, ¶ 7. In connection with the motion for preliminary approval, Plaintiff indicated the class contained one-hundred and thirty-three (133) Class Members, and the Class Period was the "period of time from April 26, 2020, through April 4, 2025." *Id.* at ¶ 65.

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 (this determination requires a "sufficiently developed" factual record).

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 ("the [trial] court's determination [of fairness] is nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice'"); *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." *See Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 64-65.

Plaintiff claims 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. Melmed Decl. ISO Prelim. Approval, ¶¶ 12-13; Dordi Decl. ISO Final Approval, ¶ 21. Plaintiff contends her counsel conducted significant informal discovery in connection with private mediation and that Defendant provided its relevant policies and employee handbook, as well as a sampling of records for randomly-selected employees providing a statistically significant sample size, including payroll records and timesheets for the Class Members' shifts during the Class Period. Melmed Decl. ISO Prelim. Approval, ¶¶ 12-13. The investigation also included numerous telephonic conferences with Plaintiff; inspection and analysis of Defendant's relevant policies and employee handbook; analysis of work-related data from the sample set of Class Members; an analysis of the legal positions taken by Defendant; analysis of potential class-wide damages; and assembling and analyzing data for damages calculations. Mot. Final Approval, 11:7-17; Melmed Decl. ISO Prelim. Approval, ¶ 12.

Based on the class data provided by Defendant, Plaintiff estimates that Defendant would face potential liability of approximately $700,000.00 for the class claims if Plaintiff were to prevail at trial. Melmed Decl. ISO Prelim. Approval, ¶ 58. Plaintiff calculated the final Settlement Class of 152 Settlement Class Members who worked a total of 6,952 Compensable Workweeks during the Class Period. Apex Dec., ¶ 15; Mot. Final Approval, 8:10-11.

The Parties engaged in a full day of mediation on April 4, 2025 with mediator Daniel J. Turner, Esq., which facilitated the settlement. Melmed Decl. ISO Prelim. Approval ¶ 14.

As to risks, expenses, complexity, liability, and further duration, Plaintiff indicates a belief that Defendants' maximum possible liability exposure of approximately $700,000.00. Melmed Decl. ISO Prelim. Approval, ¶ 58. 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 ¶ 49-57. Plaintiff also acknowledges possible issues related to possible class certification, as well as inevitable post-trial motions and appeals. *Id*. at ¶¶ 59, 61.

In connection with the fairness determination, the Court also notes that there has been one request for exclusion, and no notices of objection, or class count disputes. Apex 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. As is this Court's typical practice, the trial court can also 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 $45,000.00 (approximately one third of the total recovery) and costs incurred in the amount of $11,817.15. Dordi Decl. ISO Final Approval, ¶¶ 6, fn. 2. *See e.g., Chavez v. Netflix, Inc*. (2008) 162 Cal.App.4th 43, 67, fn. 11 ("empirical studies show that … fee awards in class actions average around one-third of the recovery").

As to the attorney's fees, Counsel indicates that at present approximately 78 hours have been expended by class counsel in this matter. Dordi Decl. ISO Final Approval, ¶ 24. Counsel anticipates an additional 15 hours will be necessary to finalize the settlement, including time spent editing the final approval papers, appearing at the final approval hearing, corresponding with the settlement administrator and opposing counsel throughout the settlement administration process, corresponding with client and class members, writing tax letters to Class Counsel's client, notifying the LWDA of the final approval order, moving the finally approved settlement

through funding and distribution, and other typical and reasonably necessary tasks that arise post-final approval. Dordi Decl. ISO Final Approval, ¶ 26. In applying a lodestar cross-check, counsel declares the lodestar to date is $47,604.25, exclusive of costs, with work remaining, and thus the requested attorneys' fees of $45,000.00 are approximately equal to Class Counsel's lodestar without a multiplier. Dordi Decl. ISO Final Approval, ¶ 24; Mot. Final Approval, 28:13-15.

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.

Here, no adjustment of the fee is requested or necessary.

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 (appellate court refused to sanction trial court's incentive awards which were based on "nothing more than *pro forma* claims").

Here, proposed class representative, Joel Evans Byers, has provided an additional declaration with the motion for final approval attesting to his involvement and the work he has performed on the case. Byers Decl. ISO Final Approval, ¶¶ 7, 10. The $10,000 payment requested is reasonable and granted as prayed.

5. *Class Administrator*

The Court previously authorized an estimated payment of no more than $15,000.00 to the approved settlement administrator, Apex Class Action, LLC ("Apex"). Apex is tasked with sending class notices and generally administering this settlement. The Court is in receipt of a declaration from Apex case manager, Katie Tran, which contains a detailed description of Apex's activities in connection with this administration. *See generally* Apex Declaration. Apex asserts its comprehensive fees and costs for administering the Settlement, both incurred and

anticipated, is $5,250.00. Apex Decl., ¶ 18. Class administrator fees are approved in the amount of $5,250.00, subject to Apex filing a detailed breakdown of costs.

6. *PAGA Penalties*

The proposed settlement includes PAGA penalties and payment to the LWDA of $20,000.00 from the Gross Settlement Account, comprised of $15,000.00 PAGA payment to LWDA and $5,000.00 PAGA payment to be allocated to Aggrieved Employees. Apex Decl., ¶¶ 15-16. There are 84 aggrieved employees, defined as "all individuals who are or were employed by Defendants as non-exempt employees in California during the PAGA Period of April 26, 2023 through April 4, 2025. Apex Decl., ¶ 16; Notice of Proposed Class Action and PAGA Settlement, 3.4. Notice of the proposed settlement and Preliminary Approval Order was given to the LWDA. Dordi Decl., ¶ 31, Exh. C. It is unclear if LWDA did or did not register an objection. If no objection was raised, the proposed PAGA payment will be approved as prayed.

3. CU0002095 Julie Childs v. Michael Brewer

Respondent's motion for attorney's fees is continued on the Court's motion. Status regarding resetting the hearing is calendared for February 27, 2026, at 10:00 a.m., in Department 6. Please take note that the instant motion references an exhibit which was not attached.

4. CU0002271 Christine Jones vs. Nationstar Mortgage LLC., et al

Plaintiff Christine Jones' motion to strike Defendant America West Lender Services, LLC's ("AWEST") declaration of non-monetary status ("DNMS") and the filing related thereto are both denied. Plaintiff's motion for monetary and issue sanctions for violation of a temporary restraining order against Nationstar Mortgage and AWEST is granted in part.

November 13, 2025, Motion to Strike Declaration of Non-Monetary Status

Plaintiff Christine Jones objects to and requests the Court to strike AWEST's declaration of non-monetary status on various grounds. Defendant AWEST argues the objection is untimely. The Court agrees with AWEST.

Pursuant to Civil Code section 2924*l*(c), "[t]he parties who have appeared in the action or proceeding shall have 15 days from the service of the declaration by the trustee in which to object to the nonmonetary judgment status of the trustee. Any objection shall set forth the factual basis on which the objection is based and shall be served on the trustee." Pursuant to Civil Code section 2924*l*(d), "[i]n the event that no objection is served within the 15-day objection period, the trustee shall not be required to participate any further in the action or proceeding, shall not be subject to any monetary awards as and for damages, attorneys' fees or costs, shall be required to respond to any discovery requests as a nonparty, and shall be bound by any court order relating to the subject deed of trust that is the subject of the action or proceeding."

At bar, Defendant filed and served its DNMS on October 24, 2025. The 15-day objection period ended on November 8, 2025. Adding two court days for electronic service, the last date for

Plaintiff to object to the DNMS was November 12, 2025. Code Civ. Proc. § 1010.6(a)(3)(B). Therefore, Plaintiff's objection on November 13, 2025 is untimely.

The Court notes that Plaintiff's motion contains a number of decisions and citations to references which either do not exist or do not stand for the proposition noted. "There is no room in our court system for the submission of fake, hallucinated case citations, facts, or law." *Noland v. Land of the Free, L.P.* (2025) 114 Cal.App.5th 426, 449 (citation omitted). "Regardless of whether inaccuracies in a brief are the result of using artificial intelligence (AI) tools or some other drafting process…the signatory attorney [or self-represented party] is responsible for the content of the brief and subject to sanctions for inaccuracies it contains." *Shayan v. Shakib* (2025) 116 Cal.App.5th 619, 621. "[T]he rules of this court impose on attorneys [and self-represented parties] the obligation to assure that filings they sign do not falsely represent the holdings of cases." *Id.* at 624. Plaintiff shall take heed and is admonished that she must assure that all of her filings contain wholly correct and accurate legal citations.

November 13, 2025, Motion to Strike Improper Filing

Plaintiff moves to strike the October 24, 2025, Declaration of Non-Monetary Status, arguing, among other things, that the pleading was barred by the October 17, 2025, Court order. Defendant AWEST argues it was not barred from filing the DNMS because the order only applied to Plaintiff's *motion for preliminary injunction*. The Court agrees with AWEST.

The minute order from the October 17, 2025 hearing stated, "[a]bsent Leave of the Court, neither party is allowed to file any additional documents *regarding this Motion*." (Italics supplied). The DNMS was not an additional submission with respect to the motion at issue, a request for a preliminary injunction. Moreover, a DNMS is specifically authorized under Civil Code section 2924(a), which permits a trustee to file a DNMS "at any time."

None of Plaintiff's remaining arguments in support of her requested relief, *e.g.*, lack of a notice of appearance, has merit. The motion is denied.

December 16, 2025, Motion for Sanctions for Violation of Temporary Restraining Order

Plaintiff argues that defendants Nationstar and AWEST violated the *September 23, 2025*, temporary restraining order and seek sanctions related thereto. Defendants argue that the Court has already addressed this issue and concluded there was no violation. Alternatively, they argue that there is no sanctionable violation because postponement of the foreclosure sale was necessary to comply with the temporary order.

As a preliminary matter, contrary to the suggestion of Defendants, the Court did not previously address any potential violation of the September 23, 2025, order. The Court previously indicated that the October 22, 2025,notice of postponement did not violate the November 26, 2025, order, (modified by the December 11, 2025, order). *See* 12/17/25 Minute Order.

The September 23, 2025, temporary restraining order, among other things, expressly prohibited "postponing" or "rescheduling" any trustee's sale. *See* 9/23/25 TRO. That notwithstanding, Defendants issued a notice of postponement, among other things, directly in violation of the

Court's order. The Court is not persuaded that there was any good cause or justification for Defendants' actions. Defendants had no *obligation* to postpone the sale in order to comply with the Court's order; they could have simply cancelled the same (and later reinitiated the legal process if the Court denied Plaintiff's request for injunctive relief). Defendants are ordered to pay $750.00 in sanctions to the Clerk of the Court by no later than March 10, 2026 for violation of the Court's order.

5. CU0002498 In the Matter of Kathleen Leonard

Petitioner Kathleen Leonard's motion for the award of fees and costs is denied.

Requests for Judicial Notice

Petitioner's unopposed requests for judicial notice are granted.

Analysis

Petitioner seeks to be deemed the prevailing party regarding her petition to release the mechanic's lien recorded against her property by Respondent. Per Petitioner, after she incurred the expense of filing and serving the Petition, Respondent voluntarily conceded the relief sought by Petitioner. In opposition, Respondent argues Petitioner failed to properly serve the 10-day demand for release of mechanic's lien required by Civil Code section 8482. Respondent has the better argument.

The underlying Petition for an order releasing a mechanic's lien was brought pursuant to Civil Code sections 8480, *et seq.* 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 [Civil Code] Section 8460." Civ. Code § 8480(a). "The claimant shall commence an action to enforce a lien within 90 days after recordation of the claim of lien." Civil Code, § 8460(a). "If the claimant does not commence an action to enforce the lien within that time, the claim of lien expires and is unenforceable." Civil Code § 8460(b).

Of note, Civil Code section 8482 provides that:

> An owner of property may not petition the court for a release order under this article unless at least 10 days before filing the petition the owner gives the claimant notice demanding that the claimant execute and record a release of the claim of lien. The notice shall comply with the requirements of Chapter 2 (commencing with Section 8100) of Title 1, and shall state the grounds for the demand.

Civ. Code § 8482.

The underlying Petition alleges that on October 23, 2025, Petitioner sent a written demand to remove the Claim of Mechanic's Lien by overnight delivery to attorney W. Jason Scott and attorney Peter Pritchard. Petitioner argues because Mr. Scott and Mr. Pritchard were

representing Respondent and have accepted service in related litigation, service upon them was proper under a theory of actual or ostensible agency. Respondent offered evidence that both Mr. Scott and Mr. Pritchard were only representing Respondent regarding the civil litigation, not the lien release petition.

"When a defendant challenges the court's personal jurisdiction on the ground of improper service of process 'the burden is on the plaintiff to prove the existence of jurisdiction by proving, inter alia, the facts requisite to an effective service.' " *Summers v. McClanahan* (2006) 140 Cal.App.4th 403, 413. "In deciding whether service was valid, the statutory provisions regarding service of process should be liberally construed to effectuate service and uphold the jurisdiction of the court if actual notice has been received by the defendant…." *Dill v. Berquist Construction Co.* (1994) 24 Cal.App.4th 1426, 1436-1437 (citations and quotations omitted). However, while the statutory provisions regarding service of process should be liberally construed to effectuate service, "no California appellate court has gone so far as to uphold a service of process solely on the ground the defendant received actual notice when there has been a complete failure to comply with the statutory requirements for service." *Summers,* 140 Cal.App.4th at 413-414. Such is the case here.

At bar, Petitioner fails to persuasively demonstrate that Mr. Scott or Mr. Pritchard were specifically authorized to accept service of process on behalf of Respondent in the instant matter or that they held them out as ostensible agents for purposes of service of the instant petition. Additionally, Respondent's owner has declared, he had not been served with any papers related to the petition to expunge the mechanic's lien prior to December 22, 2025, and had only become aware of the petition for release of the mechanic's lien after it had been filed. On this record, Petitioner has failed to carry her burden to prove facts demonstrating effective service in compliance with Civil Code section 8482. Accordingly, an award of attorney's fees and costs is inappropriate.

6. CU0002119 In the Matter of Dhillon Law Group Inc.

On the Court's motion, Petitioner's unopposed petition to confirm contractual arbitration award is continued to April 17, 2026.

Background

On the Court's motion, Petitioner's unopposed petition to confirm contractual arbitration award was previously continued to February April 13, 2026. Petitioner was previously ordered to file proof of service of the final arbitration award that complies with Code of Civil Procedure section 1283.6, and to serve notice of the continued hearing in compliance with Code of Civil Procedure section 1290.4, as well as file proof of service with the court of such notice. To date, these requirements have not been satisfied.

Discussion

Petitioner seeks an order confirming the arbitration award issued in its favor on August 21, 2024.

Once arbitration is concluded, "any arbitrator's award is enforceable only when confirmed as a judgment of the superior court." *O'Hare v. Municipal Resource Consultants* (2003) 107 Cal.App.4th 267, 278. Any of the parties may file a petition with the court, which must then "confirm the award, correct and confirm it, vacate it, or dismiss the petition." Code Civ. Proc. §§ 1285, 1286; *EHM Productions, Inc. v. Starline Tours of Hollywood, Inc.* (2018) 21 Cal.App.5th 1058, 1063. "It is well settled that the scope of judicial review of arbitration awards is extremely narrow." *California Faculty Assn. v. Superior Court* (1998) 63 Cal.App.4th 935, 943. "Neither the trial court, nor the appellate court, may 'review the merits of the dispute, the sufficiency of the evidence, or the arbitrator's reasoning, nor may we correct or review an award because of an arbitrator's legal or factual error, even if it appears on the award's face." *EHM Productions,* 21 Cal.App.5th at 1063-1064.

Filing Requirements – Code of Civil Procedure § 1285.4

The Court previously concluded that Petitioner satisfied these filing requirements.

Service of the Arbitration Award & Timeliness of Petition – Code of Civil Procedure §§ 1283.6, 1288, 1288.4

Code of Civil Procedure section 1283.6 provides that: "The neutral arbitrator shall serve a signed copy of the award on each party to the arbitration personally or by registered or certified mail or as provided in the agreement." In addition, a party may seek a court judgment confirming an arbitration award by filing and serving a petition no more than four years, but not less than 10 days, after the award is served. Code Civ. Proc. §§ 1288, 1288.4.

Here, the Court still cannot tell if this motion is timely. Petitioner submits the Final Award which was issued on August 21, 2024. Pet., Ex. 8(c). But, there is no proof of service, let alone any evidence that Arbitrator Silverman served a signed copy of the award to each party of the arbitration personally or by registered or certified mail or as provided in the agreement. For this reason, the court must continue the motion, again.

Service of the Petition and Notice of the Hearing – Code of Civil Procedure § 1290.4

Code of Civil Procedure section 1290.4, the statute governing proper service of this motion, states, in pertinent part:

> "(a) A copy of the petition and a written notice of the time and place of the hearing thereof and any other papers upon which the petition is based shall be served in the manner provided in the arbitration agreement for the service of such petition and notice.
>
> (b) If the arbitration agreement does not provide the manner in which such service shall be made and the person upon whom service is to be made has not previously appeared in the proceeding and has not previously been served in accordance with this subdivision: ¶ (1) Service within this State shall be made in the manner provided by law for the service of summons in an action."

Here, Petitioner served Respondent with a copy of the petition on August 7, 2025, by personal service. *See* Proof of Service of Summons, filed August 13, 2025. However, Petitioner served the notice of hearing on October 15, 2025, by first class mail. *See* Notice of Hearing, Proof of Service, filed October 15, 2025. The arbitration agreement does not provide the manner of service. See Pet., Ex. 4(b). Accordingly, Petitioner should have served the notice of hearing in the manner provided by law for the service of summons. Petitioner has still not demonstrated that the notice of hearing was properly served. Additionally, the Proof of Service lists the wrong document.

Conclusion

Based on the foregoing, the motion to confirm the contractual arbitration award is continued to April 17, 2026. Petitioner shall file proof of service of the final arbitration award that complies with Code of Civil Procedure section 1283.6. Petitioner is also directed to serve the notice of hearing that complies with Code of Civil Procedure section 1290.4, and to file with the court proof of service of the notice of hearing. The Court will not be favorably inclined to continue this matter again.