

TENTATIVE RULINGS**JUDGE RANDALL J. SHERMAN****DEPARTMENT CX105****AUGUST 19, 2022**

Appearances, whether remote or in person, must be in compliance with Code of Civil Procedure §367.75, California Rules of Court, Rule 3.672, and Superior Court of California, County of Orange, Appearance Procedure and Information, Civil Unlimited and Complex, located at https://www.occourts.org/media-relations/covid/Civil_Unlimited_and_Complex_Appearance_Procedure_and_Information.pdf. Unless the court orders otherwise, remote appearances will be conducted via Zoom through the court's online check-in process, available at <https://www.occourts.org/media-relations/civil.html>. Information, instructions and procedures to appear remotely are also available at <https://www.occourts.org/media-relations/aci.html>. Once online check-in is completed, counsel and self-represented parties will be prompted to join the courtroom's Zoom hearing session. Participants will initially be directed to a virtual waiting room while the clerk provides access to the video hearing.

Court reporters will not be provided for motions or any other hearings. If a party desires a court reporter for a motion, it will be the responsibility of that party to provide its own court reporter. Parties must comply with the court's policy on the use of pro tempore court reporters, which can be found on the court's website at www.occourts.org/media/pdf/Private_Retained_Court_Reporter_Policy.pdf.

If you intend to submit on the tentative ruling, please advise the other parties and the court by calling (657) 622-5305 by 9:00 a.m. on the hearing date. Make sure the other parties submit as well before you forgo appearing, because the court may change the ruling based on oral argument. Do not call the clerk about a tentative ruling with questions you want relayed to the court. Such a question may be an improper ex parte communication.

#	Case Name & No.	Tentative Ruling
1	Ramirez vs. Zepexco, Inc. 2019-01095469	The tentative ruling is to continue the Final Report Hearing to November 18, 2022 at 10:00 a.m., for confirmation that the amount of the uncashed checks has been delivered to the State Controller's Office Unclaimed Property Fund in the names of the applicable payees. A declaration from the Administrator must be filed at least 16 days before the new hearing date. Plaintiffs are ordered to give notice to defense counsel unless notice is waived.
2	Barrera vs. Hacienda on the Lake 2016-00839837	The tentative ruling is to continue the Final Report Hearing to August 4, 2023 at 10:00 a.m., for confirmation that the amount of the uncashed checks has been delivered to the State Controller's Office Unclaimed Property Fund in the names of the applicable payees. A declaration from the Administrator must be filed at least 16 days before the new hearing date.

		Plaintiff is ordered to give notice to defense counsel unless notice is waived.
3	Andrade vs. California Faucets, Inc. 2020-01124727	Plaintiff has shown that the Administrator's work is complete, and that the court's file may now be closed. Plaintiff is ordered to give notice to defense counsel unless notice is waived.
4	George vs. Main Electric Supply Co., LLC 2021-01220136	The tentative ruling is to continue the hearing on Plaintiff's Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Incentive Award, and Settlement Administration Costs to September 30, 2022 at 10:00 a.m. Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be reread) at least two weeks before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement, rather than with just a supplemental declaration or brief that simply asserts the issues have been resolved. The moving papers do not include a copy of the PAGA letter that allegedly was sent to the LWDA on August 17, 2021. The court needs a copy of the letter to verify that the settlement terms are consistent with the notice provided to the LWDA. Plaintiff provides no information as to plaintiff's potential recovery or defendant's potential exposure for the violations alleged by the aggrieved employees, even though plaintiff's counsel's declaration asserts in ¶22 that counsel conducted an informed assessment and analysis of the potential PAGA penalties at issue, and even though plaintiff's counsel seeks reimbursement of a \$3,000 cost item for "Expert Fee for Data Analysis for Mediation". Plaintiff must provide and explain estimates of potential PAGA penalties that might be recovered in a best-case scenario. Such information is necessary for the court to evaluate the reasonableness of the settlement. The motion does not provide the court with the estimated high, low or average individual payments to the aggrieved employees. An invoice from the Administrator is required to support the \$6,000 Administrator fee request. Counsel must submit for court approval the objectively worded cover letter to be sent to the aggrieved employees with their penalty checks to explain the purpose of the checks, as referenced in ¶¶30 and 45 of

		the PAGA Settlement Agreement as the Settlement Cover Letter. The letter also must explain that no claims for unpaid or underpaid wages have settled, and that this settlement is without prejudice to the pursuit of any such claims. Plaintiff is ordered to give notice of the ruling to the LWDA and to defense counsel.
5	Collins vs. Canus Corporation 2018-01019194	
6	UMB Bank, N.A. vs. Synrgo, Inc. 2021-01201461	
7	UMB Bank, N.A. vs. Sherman 2021-01237014	
8	County of Santa Barbara vs. Rosser International, Inc. 2021-01180189	
9	Keys vs. PeopleScout MSP, LLC 2022-01244825	Off calendar at moving party's request.
10	Premier Liberty Development, LLC vs. Nguyen 2017-00920272	Plaintiff Premier Liberty Development, LLC's Motion to Strike Defendant Velocity Commercial Capital, LLC's Memorandum of Costs is granted in part and denied in part. The court concludes that defendant Velocity Commercial Capital, LLC is entitled to costs of suit, but only in the amount of \$8,993.43. CCP §1032(b) mandates, "Except as otherwise expressly provided by statute, a prevailing party is entitled as a matter of right to recover costs in any action or proceeding." CCP §1032(a)(4) defines "prevailing party" to include a defendant in whose favor a dismissal is entered. Plaintiff provides no statutory or case authority that would entitle this court to disregard the statutory language. Plaintiff filed a Request for Dismissal of defendant Velocity, Velocity refused to waive costs, and thus Velocity is entitled to costs as a matter of right. However, a review of the documents Velocity filed in support of its claimed costs reveals no supporting invoice for the deposition cost of Phu Dang in the amount of \$216.02, and support for only \$176.75 of the claimed \$219.00 in electronic filing fees, a difference of \$42.25. In addition, plaintiff asserts without contradiction that the deposition of Du Pham, which cost \$399.20, was taken as part of the 2018 action between the parties, not this action. As a result, the court strikes \$657.47 from the Memorandum of Costs, and awards Velocity \$8,993.43 in costs. Plaintiff is ordered to give notice of the ruling.
11	Han vs. SLS Lender	Defendants SLS Lender Manager, LLC, American Dream