LAW & MOTION CALENDAR
TENTATIVE RULINGS

February 26, 2026

Judge Melissa R. McCormick
Dept. CX105

Department CX105 hears law and motion on Thursdays at 2:00 p.m.

Court reporters: Official court reporters typically are not provided in this department for any proceedings. If the parties desire the services of a court reporter, the parties should follow the procedures set forth on the court's website at www.occourts.org.

Tentative rulings: The court endeavors to post tentative rulings on the court's website by 9:00 a.m. the day of the hearing. Tentative rulings may not be posted in every case. Please do not call the department for tentative rulings if tentative rulings have not been posted.

Submitting on tentative rulings: If all parties intend to submit on the tentative ruling and do not desire oral argument, please advise the courtroom clerk or courtroom attendant by calling (657) 622-5305. Please do not call the department unless all parties submit on the tentative ruling. If all parties submit on the tentative ruling and so advise the court, the tentative ruling will become the court's final ruling and the prevailing party shall give notice of the ruling.

Appearances and public access: Appearances, whether in person or remote, must comply with Civil Procedure Code section 367.75, California Rule of Court 3.672, Orange County Superior Court Local Rule 375, and Orange County Superior Court Appearance Procedure and Information—Civil Unlimited and Complex (pub. 9/9/22).

Unless the court orders otherwise, remote appearances will be conducted via Zoom. All counsel and self-represented parties appearing via Zoom must check in through the court's civil remote appearance website before the hearing begins. Check-in instructions are available on the court's website.

The public may attend hearings by coming to court or via remote access as described above.

Photographing, filming, recording and/or broadcasting court proceedings are prohibited unless authorized pursuant to California Rule of Court 1.150 or Orange County Superior Court Local Rule 180.

Non-appearances: If nobody appears for the hearing and the court has not been notified that all parties submit on the tentative ruling, the court shall determine whether the matter is taken off calendar or the tentative ruling becomes the final ruling. The court also might make a different order. *See Lewis v. Fletcher Jones Motor Cars, Inc.* (2012) 205 Cal.App.4th 436, 442 n.1.

NO.	CASE NAME	MATTER
1	Aguilar v. TYR Sport, Inc. 2021-01188780	<u>Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement</u> The court has reviewed and considered the papers, including the supplemental papers, filed in support of plaintiff's motion for final approval of a $480,000 class action and PAGA settlement. The court has the following questions and comments: 1. In its July 10, 2025 order (ROA 169), the court asked whether the settlement administrator sent the notice to the 8 class members for whom defendant did not provide data, and, if not, how the parties propose to notify those class members about the settlement. In a supplemental declaration filed October 25, 2025, plaintiff's counsel stated that the settlement administrator,

defendant and defendant's counsel allegedly did various things to attempt to locate the 8 class members for whom defendant did not provide data. Supp. Moon Decl. (ROA 175) at 2:6-3:13. In its November 13, 2025 order (ROA 181), the court noted that plaintiff's counsel provided no foundation for his statements regarding the alleged conduct of other people, and that the court thus had no admissible evidence on which to conclude that the parties' alleged efforts to notify the 8 class members were reasonable. The court ordered the settlement administrator, defendant and defendant's counsel to file declarations with the court stating the efforts each made to notify the 8 class members about the settlement.

The Wayne, Le and Brown Declarations (ROA 190, 191, 192) reflect that on January 20, 2026 the settlement administrator mailed the notice to 4 of the 8 class members discussed above. The deadline for those 4 class members to request exclusion, object or submit a dispute is either March 20, 2026 (Supp. Brown Decl. ¶ 7) or March 21, 2026 (Supp. Brown Decl. ¶ 8); in any event, the deadline is after February 26, 2026 (the hearing date on the instant motion for final approval). The hearing on the instant motion thus must be continued to after March 21, 2026 to enable the settlement administrator to advise the court whether any of these 4 class members requested exclusion, objected or submitted a dispute.

In the Wayne and Le Declarations (ROA 190, 191), the declarants state that Select Staffing provided the settlement administrator with contact information for class member Elva Perez (one of the 8 class members discussed above). Wayne Decl. (ROA 190) ¶ 12; Le Decl. (ROA 191) ¶ 7. The settlement administrator, however, appears to include Elva Perez in a group of 4 remaining class members for whom the settlement administrator did not have contact information. Supp. Brown Decl. (ROA 192) ¶ 3. The parties should reconcile these statements in the supplemental filing.

Regarding the 3 remaining class members to whom notice has not been provided, the Le Declaration states that "from November 13, 2024, to December 13, 2024," Attorney Le "contacted Sonya Green, CEO of Workland Staffing, via e-mail, no less than six times to request contact information" for these 3 class members, among others. Le Decl. ¶ 4; *see also* Wayne Decl. ¶ 8. Has Attorney Le (or anyone else) made any effort to obtain contact information for these 3 class members since December 13, 2024, i.e., in the last 14 months? In addition, did Attorney Le (or anyone else) attempt to contact Sonya Green (or anyone else at Workland Staffing) by any means other than email (e.g., telephone)?

2. The most recent proposed order submitted by the parties was lodged on June 16, 2025 (ROA 157). It does not appear to reflect, *inter alia*, the most recent notice mailing. The parties should submit a revised, updated proposed order with the supplemental filing.

The hearing on plaintiff's motion for final approval is continued to <u>June 25, 2026 at 2:00 p.m.</u> in Department CX105 to enable the parties to address and respond to the above issues. *See also* Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points.

		Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental documents, and file a proof of service. **No earlier hearing date is available for this motion.**
2	Alvira v. Pampanga Food Company, Inc., et al. 2025-01484062	<u>Plaintiff Balbino Alvira's Motion to Compel Further Responses to Special Interrogatories</u> Plaintiff Balbino Alvira moves to compel defendant Pampanga Food Company, Inc. to provide further responses to plaintiff's Special Interrogatories (Set One) Nos. 1, 2, 3 and 4. For the following reasons, plaintiff's motion is granted in part and denied in part. Plaintiff's Special Interrogatories (Set One) define the following terms as follows (Hyun Decl. (ROA 78) Ex. A): NON-EXEMPT EMPLOYEES means individuals, other than independent contractors, who are or were employed by YOU in the State of California and classified by YOU as non-exempt as defined by California law, the California Wage Orders, or the California Code of Regulations. DEFENDANT, YOU and YOUR mean Defendant Pampanga Food Company, Inc. and any PERSON acting or purporting to act on its behalf or at its direction, including its owners, members, managers, officers, directors, executives, employees, agents, attorneys, parent or sister companies and its representatives. RELEVANT TIME PERIOD means from four (4) years and 178 days prior to the filing of this class action (i.e., October 17, 2024) through the date of YOUR final responses to these Special Interrogatories. <u>Special Interrogatory No. 1</u>: List the full name, last known address, telephone number, email address, dates of employment, job title, and location of employment of each NON-EXEMPT EMPLOYEE who worked for YOU at any time during the RELEVANT TIME PERIOD. Defendant lodged several objections, and responded as follows: "Responding Party has no responsive information regarding individuals who meet the definition of 'NON-EXEMPT EMPLOYEES' as relevant to plaintiff's claims in this matter because all such labor was provided by third-party staffing agencies identified above, who were solely responsible for employment classification and compliance with applicable wage and hour laws." <u>Ruling as to Special Interrogatory No. 1</u>: Denied. Plaintiff argues he alleges defendant and Omni Staffing Resources, LLC are joint employers and that plaintiff performed work at defendant's worksite under its control, "including defendant's timekeeping practices, being supervised by defendant's employees, and following defendant's instructions." Separate Statement (ROA 72) at 4:11-14. Plaintiff argues that these allegations subject defendant to civil liability, even if defendant contacted with a staffing agency and, moreover, that defendant "was obligated to maintain records regarding plaintiff's employment and is subject to penalties pursuant to Labor Code sections 1174 and 1174.5 for any failure to do so." *Id.* at 4:14-19. Even if plaintiff's contention that a party may not escape civil liability for wage and hour violations by contracting with a staffing agency has merit, plaintiff's argument ignores that his motion seeks to compel defendant to provide a further response to a specific interrogatory. That interrogatory (Special Interrogatory No. 1) asks

		defendant to "list the full name, last known address, telephone number, email address, dates of employment, job title, and location of employment of each NON-EXEMPT EMPLOYEE who worked for YOU at any time during the RELEVANT TIME PERIOD." Plaintiff defined "NON-EXEMPT EMPLOYEE" to mean "individuals, other than independent contractors, who are or were employed by YOU in the State of California and classified by YOU as non-exempt as defined by California law, the California Wage Orders, or the California Code of Regulations." Defendant's verified response (Hyun Decl. Ex. B) states that defendant has no responsive information regarding individuals who meet the definition of "NON-EXEMPT EMPLOYEE." If plaintiff believes that verified response to be untrue—either because defendant has produced documents contradicting the response (Separate Statement at 4:19-21, 25-26) or otherwise—plaintiff has various options available to address the alleged contradiction. Compelling defendant to provide a further response to this particular interrogatory is not one of them, however, as, based on the defined terms plaintiff provided, defendant answered the interrogatory. <u>Special Interrogatory No. 2</u>: Please state the total number of NON-EXEMPT EMPLOYEES DEFENDANT employed at any time during the RELEVANT TIME PERIOD. Defendant lodged several objections, and responded as follows: "Responding Party has no responsive count of non-exempt employees relevant to plaintiff's claims because all such relevant workers were employed by third-party staffing agencies." <u>Special Interrogatory No. 3</u>: Please state the number of NON-EXEMPT EMPLOYEES whose employment with DEFENDANT ended at any time during the RELEVANT TIME PERIOD. Defendant lodged several objections, and responded as follows: "Responding Party has no responsive information regarding separations of employment for non-exempt employees relevant to plaintiff's claims." <u>Ruling as to Special Interrogatories Nos. 2 and 3</u>: Denied. As discussed above, even if plaintiff's contention that a party may not escape civil liability for wage and hour violations by contracting with a staffing agency has merit, plaintiff ignores that his motion seeks to compel defendant to provide further responses to specific interrogatories. The interrogatories (Special Interrogatories Nos. 2 and 3) ask defendant to state, respectively, "the total number of NON-EXEMPT EMPLOYEES DEFENDANT employed at any time during the RELEVANT TIME PERIOD," and to state "the number of NON-EXEMPT EMPLOYEES whose employment with DEFENDANT ended at any time during the RELEVANT TIME PERIOD." As stated above, plaintiff defined "NON-EXEMPT EMPLOYEE" to mean "individuals, other than independent contractors, who are or were employed by YOU in the State of California and classified by YOU as non-exempt as defined by California law, the California Wage Orders, or the California Code of Regulations." Defendant's verified responses to Special Interrogatory Nos. 2 and 3 state that defendant has no responsive information for non-exempt employees. If plaintiff believes those verified responses to be untrue—either because defendant has produced documents contradicting the responses (Separate Statement at 8:28-9:2, 9:6-7, 12:19-21, 12:25-26) or otherwise—plaintiff has various options available to address the alleged contradiction. Compelling defendant to provide furthers responses to these particular interrogatories is not one of them, however, as, based on the defined terms plaintiff provided, defendant answered the interrogatories. <u>Special Interrogatory No. 4</u>: List all job titles or job positions held by NON-EXEMPT EMPLOYEES during the RELEVANT TIME PERIOD.

		Defendant lodged several objections, and responded as follows: "During the relevant time period, Responding Party did not directly employ or classify any individuals as 'NON-EXEMPT EMPLOYEES.' Based on contracts with third-party staffing agencies, the non-exempt positions at Responding Party's facilities generally included roles such as 'general labor' and 'general labor rollover,' which may not correspond exactly to formal job titles used by those agencies. Responding Party has also produced payroll reports in conjunction with document production that identify job titles of non-exempt employees supplied by third-party agencies." <u>Ruling on Special Interrogatory No. 4</u>: Granted, insofar as defendant is ordered to serve a further, verified response to Special Interrogatory No. 4 by March 9, 2026 that identifies the specific produced payroll reports (by Bates number or other means sufficient for plaintiff to locate and identify the documents) to which defendant refers in its response. Plaintiff's motion to compel a further response to Special Interrogatory No. 4 is otherwise denied, as, based on the defined terms plaintiff provided, defendant answered the interrogatory. Plaintiff's requests for orders directing defendant to "use plaintiff's draft of the *Belaire-West* notice, and . . . split the costs of administration with plaintiff" (Notice of Motion (ROA 87) at 1:15-17) are denied. Plaintiff's and defendant's requests for sanctions are denied. Plaintiff to give notice.
3	Cortina v. R & D Metal Fabricators Inc. 2025-01452225	<u>Plaintiff's Motion for Approval of PAGA Settlement</u> The court has reviewed and considered the papers, including the supplemental papers, filed in support of plaintiff's motion for approval of an $80,000 PAGA settlement. The court has the following questions and comments: <u>As to the settlement</u>: 1. The parties added the following phrase to the aggrieved employees' release in paragraph 5.1 of the amended settlement agreement: "(Labor Code Sections 203, 204, 226(a), 226.7, 510, 512, and 1197) and all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief under the PAGA." This phrase was not part of the aggrieved employees' release in the settlement agreement the court reviewed in connection with the August 28, 2025 order (ROA 37), and should be removed, as it renders the aggrieved employees' release overbroad. Releases for aggrieved employees other than plaintiff should not release more than the civil penalties available under PAGA based on the facts alleged in the operative complaint and the notice letter(s) to the LWDA. The notice letter should also be revised accordingly. 2. Does plaintiff anticipate receiving any compensation other than the $134.10 set forth in the amended settlement agreement (Amended Settlement Agreement ¶ 4.4.6), e.g., does plaintiff anticipate receiving any compensation for any individual claims? 3. The start date of the PAGA Period stated at the top of page 1 of the notice differs from the start date of the PAGA Period in paragraph 1.19 of the settlement agreement.

		4. Paragraph 1.19 of the amended settlement agreement should be revised to state the firm end date of the PAGA Period stated in the notice letter (i.e., February 26, 2026). 5. As this is a PAGA settlement, not a class action settlement, the phrase "up to" should be removed in three places in the second sentence of section III of the notice letter. 6. The effective date of the aggrieved employees' release stated in section VII of the notice letter is inconsistent with the effective date of the aggrieved employees' release stated in paragraph 5 of the amended settlement agreement and should be revised. 7. The word "value" in paragraph 2 of the proposed order and judgment should be replaced with "amount." 8. Paragraph 11 of the proposed order and judgment should state how the settlement administrator will give notice of entry of the judgment to the aggrieved employees. The hearing on plaintiff's motion for approval is continued to June 25, 2026 at 2:00 p.m. in Department CX105 to permit the parties to address and respond to the above issues. *See also* Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. **If required, an amendment to the settlement agreement shall be submitted, rather than an "amended settlement agreement," to streamline the court's review of the documents.** The parties shall provide redlined copies of any revised documents (e.g., revised settlement agreement, revised notice, revised proposed order). Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service. **No earlier hearing date is available for this motion.**
4	Flores v. Selman Chevrolet Company 2025-01493887	Plaintiff's and Defendant's Motion for Order Vacating Court Order Plaintiff Milton Flores, Jr. and defendant Selman Chevrolet Company jointly move pursuant to Civil Procedure Code section 473(b) for an order vacating the October 3, 2025 order entered on the parties' stipulation to submit plaintiff's individual claims to arbitration, to dismiss plaintiff's class claims without prejudice, and to stay the nonindividual PAGA claim(s) pending completion of the arbitration of plaintiff's individual claims. ROA 27. For the following reasons, the parties' motion is denied without prejudice. A court may, upon any terms as may be just, relieve a party or the party's legal representative from a judgment, dismissal, order, or other proceeding taken against the party through the party's mistake, inadvertence, surprise, or excusable neglect. Civ. Proc. Code § 473(b). Application for this relief shall be accompanied by a copy of the answer or other pleading proposed to be filed therein, otherwise the application shall not be granted, and shall be made within a reasonable time, in no case exceeding six months, after the judgment, dismissal, order, or proceeding was taken. *Id.* Notwithstanding any other requirements of this section, the court shall, whenever an application for relief is made no more than six months after entry of judgment, is

		in proper form, and is accompanied by an attorney's sworn affidavit attesting to the attorney's mistake, inadvertence, surprise, or neglect, vacate any (1) resulting default entered by the clerk against the attorney's client, and which will result in entry of a default judgment, or (2) resulting default judgment or dismissal entered against the attorney's client, unless the court finds that the default or dismissal was not in fact caused by the attorney's mistake, inadvertence, surprise, or neglect. *Id.* The court shall, whenever relief is granted based on an attorney's affidavit of fault, direct the attorney to pay reasonable compensatory legal fees and costs to opposing counsel or parties. *Id.* The parties state that on September 25, 2025 defendant "provided a draft of a stipulation to the plaintiff's counsel for review and comment," and "this draft was never finalized by the Parties and was inadvertently filed on October 3, 2025." Brief (ROA 44) at 3:26-28. The parties identify this stipulation in their motion as the "Original Stipulation." *Id.* at 3:28. The partes state the court "entered the Original Stipulation." *Id.* The parties state that "[u]pon discovering that the Original Stipulation was an unfinalized draft submitted in error," the parties submitted an amended stipulation "reflecting their actual agreement." *Id.* at 4:1-3. The parties identify this stipulation in their motion as the "Amended Stipulation." *Id.* at 4:3. The parties state that the Amended Stipulation provides that (i) plaintiff's individual claims will be dismissed without prejudice, (iii) the class allegations will be dismissed without prejudice, and (iii) plaintiff will proceed in state court on the ninth cause of action in the first amended complaint for PAGA civil penalties. *Id.* at 4:4-9; *see also* Patel Decl. Ex. C. While neither the motion nor the Amended Stipulation so states, the court gathers from the parties' apparent agreement to dismiss plaintiff's individual claims that the parties intend only the nonindividual PAGA claim to remain. The parties' motion pursuant to section 473(b) is denied without prejudice. First, the motion is denied because, while the parties state that the stipulation filed with the court on October 3, 2025 (ROA 20) was "never finalized," that stipulation is signed by all parties and contains no evident incomplete sections or other indicia that it had not been "finalized." The court requires additional explanation regarding the assertion that the stipulation filed with the court was "never finalized," including what about that stipulation allegedly was not final and how the allegedly unfinalized stipulation came to be signed by all parties and filed with the court. Second, the motion is denied because the order the parties submitted as part of the Amended Stipulation (Patel Decl. Ex. C) states that "[t]he decision of the arbitrator shall be final and binding upon the Parties," which is inconsistent with the parties' description of their apparent agreement. Third, the motion is denied because it does address section 473(b), which the motion cites as its legal basis. *See* Notice of Motion (ROA 44) at 2:2, 4. The motion does not state whether the October 3, 2025 order is claimed to have been entered due to a party's mistake, inadvertence, surprise, or excusable neglect, or an attorney's mistake, inadvertence, surprise, or neglect. The motion also does not address whether, if the relief sought is based on an attorney's affidavit of fault, the court must direct the attorney to pay reasonable compensatory legal fees and costs to opposing counsel or parties, or whether the court should grant any of the other relief set forth in section 473(c)(1). Defendant to give notice.

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<td>Hon v. Everise, Inc.

2025-01462989</td>
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<u>Defendant Everise, Inc.’s Motion to Compel Arbitration</u>

Defendant Everise, Inc. moves for an order compelling plaintiff Paknei Hon to arbitrate Hon’s individual claims, striking Hon’s class allegations and staying Hon’s nonindividual PAGA claim pending completion of arbitration. For the following reasons, Everise’s motion is denied.

The right to arbitration depends upon contract; a petition to compel arbitration is simply a suit in equity seeking specific performance of that contract. Little v. Pullman (2013) 219 Cal.App.4th 558, 565. The petitioner bears the burden of proving the existence of a valid arbitration agreement by the preponderance of the evidence, and a party opposing the petition bears the burden of proving by a preponderance of the evidence any fact necessary to its defense. Id.

Everise submitted with its moving papers the declaration of Gerard Leonard, Everise’s Senior Vice President, Human Resources, who states that Everise hired Hon on or around May 18, 2023 as a remote Customer Service Representative responsible for handling inbound customer service calls. Leonard Decl. (ROA 33) ¶¶ 2-3, 8. Leonard states that as part of Everise’s standard onboarding process for new employees, Hon “was issued, reviewed, and electronically signed on-boarding documents, including the Everise US CX Employee Handbook . . . on May 18, 2023, as well as a standalone arbitration agreement” that Leonard states is attached to his declaration as Exhibit A. Id. ¶ 9. Leonard states the arbitration agreement “was issued to Plaintiff and other newly-hired employees as a separate and distinct agreement, requiring Plaintiff’s independent review and acknowledgment.” Id. ¶ 10. Leonard states that “[a]fter Plaintiff reviewed and acknowledged the Agreement, Defendant received a copy of the acknowledgment confirming Plaintiff’s acceptance of the Agreement.” Id. ¶ 11. Leonard states a true and correct copy of Hon’s acknowledgement of the arbitration agreement and other on-boarding documents is attached to his declaration as Exhibit B. Id.

Exhibit A to the Leonard Declaration is a three-page “Arbitration Statement & Agreement” with an “Everise” logo in the top left-hand corner of each page, Everise’s address and url (weareeverise.com) at the bottom of each page, and page numbers 240, 241 and 242, respectively, in the lower right-hand corner of each page.

Exhibit B to the Leonard Declaration is a one-page document, with the top half redacted. The rest of the document is reproduced here:

<table>
<tr><td>• Attendance Policy
○</td><td>07/28/2021</td><td>• Attendance Policy.pdf</td><td>• e-signature
○</td><td>• Paknei Hon (Terminated)
○</td><td>05/18/2023 02:34:30 PM</td><td>By signing below, I acknowledge that I have completely read and fully understand this document and agree to be bound by it.</td></tr>
<tr><td>Arbitration Statement & Agreement 2022</td><td>04/15/2022</td><td>Arbitration Policy 4_14_2022.pdf</td><td>E-sign by DocuSign</td><td>Paknei Hon (Terminated)</td><td>05/18/2023 02:34:12 PM</td><td><u>Arbitration Statement & Agreement 2022_uploaded</u></td></tr>
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As discussed above, Leonard states that Exhibit B is “a true and correct copy of plaintiff’s acknowledgement of the [arbitration] Agreement and other on-boarding documents.” Leonard Decl. (ROA 33) ¶ 11. Leonard also states that “[a]fter Plaintiff reviewed and acknowledged the [arbitration] Agreement, Defendant
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received a copy of the acknowledgment confirming Plaintiff's acceptance of the Agreement." *Id.* Leonard does not state whether Exhibit B is the "copy of the acknowledgment" Leonard claims Everise received or a summary or report purporting to reflect that Everise received an acknowledgement allegedly "e-sign[ed]" by Hon.

Everise asserts the following in its opening brief:

"After reviewing the on-boarding documents, including the Agreement, Plaintiff was then required [to] (and did in fact) acknowledge her review and agreement to the terms of the Agreement (Leonard Decl. ¶¶ 10-22), which in pertinent parts stated that:

My signature below **or electronic signature in Workday** also attests to the fact that **I have read, understand, and agree to be legally bound by the Arbitration Statement & Agreement** (*emphasis supplied*).

(Leonard Decl. ¶ 9, Exhibit A)."

Brief (ROA 35) 8:1-6. The quoted statement above, which Everise claims appears in Exhibit A to the Leonard Declaration (i.e., the arbitration agreement), is not in that document.

Instead, the last paragraph on page 3 of the arbitration agreement states:

"EMPLOYEE'S SIGNATURE ON THE ACKNOWLEDGEMENT FORM ON THE LAST PAGE OF THIS HANDBOOK ATTESTS TO THE FACT THAT EMPLOYEE HAS READ, UNDERSTANDS AND AGREES TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS OF THIS ARBITRATION STATEMENT AND AGREEMENT."

Leonard Decl. (ROA 33) Ex. A (at 242). Everise did not submit a copy of the handbook or its acknowledgment form with its moving papers.

Hon argues in opposition that Everise did not carry its initial burden of proving the existence of a valid arbitration agreement by the preponderance of the evidence because Everise only submitted an excerpt of the handbook in which the arbitration agreement allegedly appears, Everise did not submit a copy of the acknowledgment form to which the arbitration agreement refers, and Everise did not submit a copy of the acknowledgment form signed by Hon electronically or otherwise.

A court resolves a dispute regarding the existence of an arbitration agreement using a three-step burden-shifting process. *Espejo v. Southern California Permanente Medical Group* (2016) 246 Cal.App.4th 1047, 1056. "The arbitration proponent must first recite verbatim, or provide a copy of, the alleged agreement. (Cal. Rules of Court, rule 3.1330; *Condee v. Longwood Management Corp*. (2001) 88 Cal.App.4th 215, 219, 105 Cal.Rptr.2d 597.) A movant can bear this initial burden 'by attaching a copy of the arbitration agreement purportedly bearing the opposing party's signature.' (*Espejo*, *supra*, 246 Cal.App.4th at p. 1060, 201 Cal.Rptr.3d 318.) At this step, a movant need not 'follow the normal procedures of document authentication' and need only 'allege the existence of an agreement and support the allegation as provided in rule [3.1330].' (*Condee*, *supra*, at pp. 218–219, 105 Cal.Rptr.2d 597.) [¶] If the movant bears its initial burden, the burden shifts to the party opposing arbitration to identify a factual dispute as to the agreement's existence—in this instance, by disputing the authenticity of their signatures. To bear this burden, the arbitration opponent must offer admissible evidence creating a factual dispute as to the authenticity of their signatures. The opponent need not prove that his or her purported signature is not authentic, but must submit sufficient evidence to create a factual dispute and shift the burden back to the arbitration proponent, who retains the ultimate burden of proving, by a preponderance of the evidence, the authenticity of the signature. (*Espejo*, *supra*, 246 Cal.App.4th at p. 1060, 201 Cal.Rptr.3d 318.)" *Iyere v. Wise Auto Group* (2023) 87 Cal.App.5th 747, 755 (emphasis in original).

When an opposing party disputes that he or she signed an arbitration agreement electronically, the petitioner has the burden of proving by a preponderance of the evidence that the electronic signature is authentic. *Ruiz v. Moss Bros. Auto Group, Inc.* (2014) 232 Cal.App.4th 836, 846; *see also Fabian v. Renovate America, Inc.* (2019) 42 Cal.App.5th 1062, 1067; *Espejo*, *supra*, 246 Cal.App.4th at 1060 ("[W]e conclude that defendants here met their initial burden by attaching to their petition a copy of the purported arbitration agreement bearing Espejo's electronic signature. Once Espejo challenged the validity of that signature in his opposition, defendants were then required to establish by a preponderance of the evidence that the signature was authentic."). The burden of authenticating an electronic signature is not great. *Fabian*, 42 Cal.App.5th at 1067.

Only the first step of the three-step burden-shifting process is relevant here, because Everise did not carry its initial burden of proving the existence of an arbitration agreement. As stated above, the moving party meets this initial burden "by attaching to their petition a copy of the purported arbitration agreement bearing [plaintiff]'s electronic signature." *Espejo*, 246 Cal.App.4th at 1060. Everise did not do so.

As stated above, the "Arbitration Statement & Agreement" attached as Exhibit A to the Leonard Declaration states:

"EMPLOYEE'S SIGNATURE ON THE ACKNOWLEDGEMENT FORM ON THE LAST PAGE OF THIS HANDBOOK ATTESTS TO THE FACT THAT EMPLOYEE HAS READ, UNDERSTANDS AND AGREES TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS OF THIS ARBITRATION STATEMENT AND AGREEMENT."

Leonard Decl. Ex. A (at 242). Everise did not submit with its moving papers a copy of the acknowledgment form referred to in the arbitration agreement bearing Hon's purported electronic (or other) signature. Exhibit B to the Leonard Declaration, which Everise asserts in its opening brief is "a copy of the acknowledgment confirming [Hon's] acceptance of the [arbitration] Agreement" (Brief (ROA 35) at 8:6-8), does not bear Hon's signature, electronic or otherwise, nor does it state Hon acknowledged "read[ing], understand[ing] and agree[ing] to be legally bound to all of the above terms" of the arbitration agreement.

The statement in Exhibit B "E-sign by DocuSign" is also problematic because Everise provides no clear explanation for that phrase, even after Hon identified the issue in the opposition. Neither the moving papers nor the reply explains whether Everise contends Hon's alleged acknowledgment of the arbitration agreement via "E-sign by DocuSign" is the same as an electronic signature in Workday. *See* Reply (ROA 60) 9:16-18. In any event, Everise has not submitted any evidence regarding its use of DocuSign in Workday. The electronic signing process described in the Leonard Declaration does not refer to use of DocuSign.

Everise also did not submit evidence that Hon signed documents electronically in Workday via the method described in the Leonard Declaration. Leonard states that once Hon logged into the Workday application, a Human Resources Information System (HRIS), by using an uniquely assigned username and password, Hon received a notification in her Workday "Inbox." Leonard Decl. (ROA 33) ¶¶ 15-19.

		Leonard states that when an "Action" was required—such as an electronic signature on a document—the following would appear in the messaging pane for Hon to view: a "Signature Statement" (that would explain the nature and/or consequences of signing a linked document); and a box that could be "check-marked" by mouse-click to confirm electronic acceptance. *Id.* ¶ 19. Leonard states that once Hon reviewed the applicable on-boarding documents, including the arbitration agreement (in response to notification that further action was needed), an unsigned copy of the document in portable document format (.pdf) was hyperlinked above a Signature Statement so Hon could confirm her understanding of the document and her agreement to be bound by its terms. *Id.* ¶ 20. Leonard states that after mouse-clicking within a box that appeared next to the words, "I agree"—the only option available by which Hon could communicate acceptance—Hon then was required to mouse-click the option to "Continue" (or in some instances, this option read "Submit") as the only way to finalize Hon's agreement. *Id.* Leonard states that once Hon completed the above, her agreement to the policies, practices and procedures set forth in the applicable Handbook, including mandatory arbitration of employment disputes, was recorded within defendant's computer system. *Id.* Everise has not provided any evidence Hon actually completed this process. Indeed, the document attached as Exhibit C to the Leonard Declaration does not refer to Hon at all. Everise attempts to cure its failure to carry its initial burden by submitting a Supplemental Leonard Declaration (ROA 62) with its reply. Even if the court considers this new reply evidence (*see Jay v. Mahaffey* (2013) 218 Cal.App.4th 1522, 1537 ("The general rule of motion practice, which applies here, is that new evidence is not permitted with reply papers"), Everise's reply evidence does not demonstrate the existence of a valid arbitration agreement between Hon and Everise by the preponderance of the evidence. The Supplemental Leonard Declaration attaches three exhibits: (i) what Leonard states is a screenshot of the arbitration agreement as presented in the Workday HRIS (Ex. D); (ii) a copy of Everise's employee handbook (Ex. E); and (iii) a copy of a handbook acknowledgment form (Ex. F). Leonard states that during the on-boarding process, "employees were provided with the Arbitration Agreement . . . as a separate and district document that the employee was required to select, review, and acknowledge in order to complete the on-boarding process." Supp. Leonard Decl. (ROA 62) ¶ 3. As an initial matter, this statement appears to contradict Leonard's initial declaration, in which he states that "the policies, practices and procedures set forth in the applicable handbook include[ed] mandatory arbitration of disputes." Leonard Decl. (ROA 33) ¶ 20. This statement also contradicts the text of the handbook attached as Exhibit E to the Supplemental Leonard Declaration, the index of which states that the "Arbitration Statement & Agreement" appears on page 240 of the handbook. Supp. Leonard Decl. Ex. E (at 4). Exhibit F to the Supplemental Leonard Declaration, entitled "Acknowledgment of Employee Handbook" and bearing page numbers 243 and 244, states in pertinent part: • My signature below or electronic signature in Workday indicates that I take responsibility for enrolling in or waiving all benefit for which I may be eligible with the company at least a week prior to my eligibility. . . . • My signature below or electronic signature in Workday also attests to the fact that I have read, understand, and agree to be legally bound by the Arbitration Statement & Agreement.

- My signature below or electronic signature in Workday also attests to the fact that, in addition to acknowledging and accepting the Employee Handbook, I have read, understand, and agree to be legally bound by the Code of Ethics and Business Conduct, and will abide by any other policy duly adopted by Everise.

Supp. Leonard Decl. (ROA 62) Ex. F (244).

Neither Hon's name nor Hon's signature appears on the acknowledgment form and, as discussed above, Everise has not demonstrated that Hon electronically signed the acknowledgment form.

Everise argues that even without Hon's signature, the agreement is enforceable based on Hon's continued employment with Everise. None of the authorities cited by defendant is persuasive here because Everise has not presented evidence Hon acknowledged receipt of and/or reviewed the arbitration agreement.

In *Diaz v. Sohnen Enterprises* (2019) 34 Cal.App.5th 126, there was evidence the plaintiff was twice told by her employer that continued employment of an employee who refused to sign the arbitration agreement would constitute acceptance of the dispute resolution agreement. *Id.* at 128. Leonard's general statement that "[d]efendant notifies all employees including Plaintiff that their review, agreement, and compliance with Defendant['s] policies, including the Agreement, was an express condition of their employment with Defendant" (Leonard Decl. ¶ 13) is conclusory and without foundation as to whether anyone at Everise in fact delivered that message to Hon.

In *Craig v. Brown & Root, Inc*. (2000) 84 Cal.App.4th 416, the defendant-employer presented evidence that copies of its memorandum and brochure were twice sent to the plaintiff, creating a presumption the plaintiff received the items sent "and shift[ing] the burden of producing evidence" to the plaintiff. *Id.* at 421. Here, as discussed above, Everise has not shown Hon's receipt and/or acknowledgment of the agreement.

In *Reynolds v. NRC Env't Servs. Inc.* (C.D. Cal. Aug. 24, 2020) No. CV 20-5262 MWF (PDX), 2020 WL 6083112, a nonbinding federal district court case, there was evidence the plaintiff had signed an acknowledgment form that directly referenced the arbitration agreement. *Id.* *4.

Everise's Request for Judicial Notice (ROA 39) of two court orders—one from a Nevada state court applying Nevada law in which the plaintiff "electronically signed the Arbitration Agreement," and one from a federal district court in the Southern District of Florida in which the plaintiff "reviewed and electronically signed an acknowledgement form for the Everise US CX Employee Handbook"—is granted insofar as a court may take judicial notice of the existence of a document in a court file, including the truth of results reached, but a court may not take judicial notice of the truth of hearsay statements in decisions and court files. *Richtek USA, Inc. v. UPI Semiconductor Corp.* (2015) 242 Cal.App.4th 651, 658. The court does find either order persuasive or relevant, however, including because both orders state the plaintiff in those cases had electronically signed the acknowledgment form at issue.

Hon's Evidentiary Objections (ROA 54) were not material to the disposition of the motion or were otherwise addressed above in the court's discussion of the Leonard Declaration.

		Plaintiff Paknei Hon to give notice. <u>Status Conference</u> The court has reviewed the parties' joint status conference statement filed February 2, 2026 (ROA 48), and based thereon continues the February 26, 2026 status conference to May 21, 2026 at 9:00 a.m. in Department CX105. The parties are ordered to file a joint status conference statement at least 5 court days before the hearing. Clerk to give notice.
6	Ingram v. Greens Global, Inc. 2025-01504940	<u>Defendant Greens Global, Inc.'s Demurrer to Complaint</u> Defendant Greens Global, Inc. demurs to the four causes of action in plaintiff Ryan Ingram's complaint. For the following reasons, defendant's demurrer is sustained in part and overruled in part. In ruling on a demurrer, a court must accept as true all allegations of fact contained in the complaint. *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318. A demurrer challenges only the legal sufficiency of the affected pleading, not the truth of the factual allegations in the pleading or the pleader's ability to prove those allegations. *Cundiff v. GTE Cal., Inc.* (2002) 101 Cal.App.4th 1395, 1404-05. Questions of fact cannot be decided on demurrer. *Berryman v. Merit Prop. Mgmt., Inc.* (2007) 152 Cal.App.4th 1544, 1556. Because a demurrer tests only the sufficiency of the complaint, a court will not consider facts that have not been alleged in the complaint unless they may be reasonably inferred from the matters alleged or are proper subjects of judicial notice. *Hall v. Great W. Bank* (1991) 231 Cal.App.3d 713, 718 n.7. Plaintiff alleges defendant owns and operates a chain of self-storage facilities. Complaint (ROA 2) ¶ 6. Plaintiff alleges defendant misleadingly and unlawfully advertised the price of a storage space he rented from defendant as lower than the total price plaintiff would be required to pay, i.e., plaintiff alleges defendant's marketing uses "drip pricing," which plaintiff alleges "is the practice of listing one price for a good or service up front, then adding one or more hidden 'junk fees' to the total price before the consumer decides to complete the transaction. *Id.* ¶¶ 4, 7, 46, 54-60. *First cause of action* Defendant demurs to plaintiff's first cause of action for violation of the Consumers Legal Remedies Act (CLRA). Plaintiff alleges defendant's rental of storage space to plaintiff are "services" pursuant to Civil Code section 1761(b). Complaint ¶ 73. Plaintiff alleges defendant violated Civil Code section 1770(a)(29)(A) by "omitting its junk 'Administration Fees,' insurance premiums, and lock costs from the upfront prices listed on its platform." Complaint ¶ 75. The CLRA prohibits unfair or deceptive acts that "result[ ] in the sale or lease of goods or services to any consumer . . . ." Civ. Code § 1770(a). The CLRA defines "[g]oods" as "tangible chattels bought or leased for use primarily for personal, family, or household purposes, including certificates or coupons exchangeable for these goods, and including goods that, at the time of the sale or subsequently, are to be so affixed to real property as to become a part of real property, whether or not they are severable from the real property." The CLRA defines "[s]ervices" as "work, labor, and services for other than a commercial or business use, including services furnished in connection with the sale or repair of goods." Civ. Code § 1761(b).

		Section 1770(a)(29)(A) prohibits "[a]dvertising, displaying, or offering a price for a good or service that does not include all mandatory fees or charges other than either of the following: (i) Taxes or fees imposed by a government on the transaction. (ii) Postage or carriage charges that will be reasonably and actually incurred to ship the physical good to the consumer." Civ. Code § 1770(a)(29)(A). The CLRA applies to the "sale or lease of goods or services." Civ. Code § 1770(a). Plaintiff alleges he rented a storage space at a Greens Storage location (Complaint ¶ 7), that plaintiff relied on the price for the storage space that defendant advertised up front, and that defendant required plaintiff to pay more than the advertised up front price by adding an "Administration Fee," insurance premiums and the cost of a lock. *Id.* ¶¶ 56-58. Plaintiff cites no authority holding that rental of a storage space is a "good" or "service" as defined in the CLRA. The agreement to rent a self-service storage unit is considered a lease of real property. *Nist v. Hall* (2018) 24 Cal.App.5th 40, 44; *see also* Bus. & Prof. Code § 21701(a) ("'Self-service storage facility' means *real property* designed and used for the purpose of *renting or leasing* individual storage space to occupants who are to have access to the space for the purpose of storing and removing personal property or for storing individual storage containers provided to occupants who have exclusive use of the container for the purpose of storing and removing personal property") (italics added). The court does not find plaintiff's claim that renting a storage space is analogous to making a hotel reservation persuasive as the core value of renting a storage space is access to and use of real property, not any services attendant thereto. Plaintiff has not alleged facts sufficient to properly state a CLRA claim. The demurrer to the first cause of action is sustained with leave to amend. *Second and third causes of action* Defendant demurs to plaintiff's second cause of action for violation of the False Advertising Law (FAL) and third cause of action for violation of the Unfair Competition Law (UCL). The FAL makes it unlawful "for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform services, professional or otherwise, or anything of any nature whatsoever or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public in this state, or to make or disseminate or cause to be made or disseminated from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement, concerning that real or personal property or those services, professional or otherwise, or concerning any circumstance or matter of fact connected with the proposed performance or disposition thereof, which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading, or for any person, firm, or corporation to so make or disseminate or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent not to sell that personal property or those services, professional or otherwise, so advertised at the price stated therein, or as so advertised." Bus. & Prof. Code § 17500.

		The Unfair Competition Law (UCL) (Business & Professions Code § 17200) prohibits "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." The UCL's scope is broad and does not proscribe specific practices but defines "unfair competition" to include "any unlawful, unfair, or fraudulent business act or practice." *Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co*. (1999) 20 Cal.4th 163, 180. Because the statute is written in the disjunctive, there are three varieties of unfair competition: (1) unlawful acts or practices; (2) unfair acts or practices; and (3) fraudulent acts or practices. *Id*. Plaintiff alleges defendant "misleadingly advertis[ed] an upfront price that was lower than the total price—including hidden junk fees—it would ultimately charge," and defendant "knew or should have known that its misrepresentations and omissions were false, deceptive and misleading." Complaint ¶¶ 83-84. Plaintiff also alleges defendant's "marketing uses drip pricing" by advertising on its website a "starting at" price that "was not available to any consumer," and that defendant "charges other mandatory but undisclosed junk fees." Complaint ¶¶ 46-48, 52. Plaintiff has alleged sufficient facts to state a claim for violation of the FAL. The demurrer to the second cause of action is overruled. Defendant argues plaintiff cannot properly premise his FAL cause of action on alleged violations of the CLRA or the FTC Act. As alleged in the complaint, plaintiff premises his FAL cause of action on defendant's alleged violation of section 17500. Complaint ¶ 83. Plaintiff alleges defendant violated "§ 17200 by (a) unlawfully engaging in drip pricing, in violation of the Consumers Legal Remedies Act, the False Advertising Law, and Section 5(a) of the FTC Act; (b) unfairly engaging in unethical bait and switch advertising that injures consumers and benefits no one but defendant, and violates the legislatively declared policy of price transparency; and (c) fraudulently advertising an upfront price that was lower than the total price—including hidden junk fees—it would ultimately charge." Complaint ¶ 90. As stated above, plaintiff has alleged sufficient facts to state a claim for violation of the FAL. Plaintiff thus has alleged sufficient facts to state a claim for violation of the UCL. In addition, plaintiff alleges sufficient facts showing defendant allegedly engaged in fraudulent practices. *See, e.g.,* Complaint ¶¶ 46-53, 55-60. The demurrer to the third cause of action is overruled. *Fourth cause of action* Defendant demurs to plaintiff's fourth cause of action for unjust enrichment. "The elements for a claim of unjust enrichment are 'receipt of a benefit and unjust retention of the benefit at the expense of another.' [Citation.] 'The theory of unjust enrichment requires one who acquires a benefit which may not justly be retained, to return either the thing or its equivalent to the aggrieved party so as not to be unjustly enriched.'" *Lyles v. Sangadeo-Patel* (2014) 225 Cal.App.4th 759, 769. Some courts have held that unjust enrichment is not a cause of action (*see Levine v. Blue Shield of California* (2010) 189 Cal.App.4th 1117, 1138; *Durell v. Sharp Healthcare* (2010) 183 Cal.App.4th 1350, 1370), and other courts have recognized it as a cause of action (*see Peterson v. Cellco Partnership* (2008) 164 Cal.App.4th 1583, 1593; *Professional Tax Appeal v. Kennedy-Wilson Holdings, Inc.* (2018) 29 Cal.App.5th 230, 238; *Lyles*, 225 Cal.App.4th at 769). Defendant argues that even if unjust enrichment is a proper cause of action, plaintiff's claim is precluded by the existence of an express contract between the

parties and by plaintiff's other statutory claims. The first argument does not succeed because, contrary to defendant's contention, the complaint does not allege the existence of an express contract between the parties. Defendant cites paragraphs 45 through 60 of the complaint (Brief (ROA 28) 8:7-9) as support for this assertion, but the court did not locate allegations of a contract in those paragraphs or elsewhere in the complaint.

As to defendant's second point, the court in *Sepanossian v. National Ready Mixed Concrete Co.* (2023) 97 Cal.App.5th 192, held on a motion for judgment on the pleadings that where a plaintiff states a claim for violation of the UCL under the fraudulent and unfairness prongs, a claim for unjust enrichment is unnecessary:

"More fundamentally, '[b]ecause we have found that [Sepanossian's] remedies at law are adequate' (i.e., his count alleged under the UCL), a separate claim for restitution is unnecessary. (*Collins v. eMachines, Inc.* (2011) 202 Cal.App.4th 249, 260, 134 Cal.Rptr.3d 588 (*Collins*) [on review of a successful motion for judgment on the pleadings, where appellate court determined plaintiffs stated valid claims under the UCL, Consumers Legal Remedies Act, and fraud, "a claim for restitution, alleging that [defendant] has been unjustly enriched by its fraud, is unnecessary"].) 'This conclusion follows from the general principle of equity that equitable relief (such as restitution) will not be given when the plaintiff's remedies at law are adequate.' (*Ibid.*)

"Here, the gravamen of Sepanossian's unjust enrichment claim is that Ready Mix was unjustly enriched by customers paying fees that were fraudulent and unfair under the UCL, and that such customers are entitled to recover those fees from Ready Mix. The unjust enrichment claim merely incorporates the allegations, derivative of the UCL claim, that Ready Mix received a financial advantage—money obtained from misleadingly named fees charged to its customers—which it unjustly retained at their expense. Restitution is already an available remedy under the UCL cause of action, within the broad equitable discretion of the trial court. (See § 17203 [restitution is available "to restore to any person in interest any money or property . . . which may have been acquired by means of such unfair competition"]; see also *In re Tobacco Cases II* (2015) 240 Cal.App.4th 779, 790, 192 Cal.Rptr.3d 881.) Thus, a separate claim is unnecessary for Sepanossian to recover restitution. 'In light of the adequate legal remedies, we conclude the complaint does not state a claim for restitution based on unjust enrichment.' (*Collins, supra,* 202 Cal.App.4th at p. 260, 134 Cal.Rptr.3d 588.)"

Sepanossian, 97 Cal.App.5th at 207-08.

Here, the gravamen of plaintiff's unjust enrichment claim is that defendant was unjustly enriched by consumers paying "mandatory hidden junk fees" that were unlawful, unfair, and/or fraudulent under the UCL, and that these consumers are entitled to recover those fees from defendant. Complaint ¶¶ 94, 96-97. The unjust enrichment claim incorporates the allegations, derivative of the UCL claim, that defendant received a financial advantage—money obtained from "mandatory hidden junk fees"—which it unjustly retained at their expense. Plaintiff does not address this argument in his opposition and thus appears to concede it. The demurrer to the fourth cause of action is sustained with leave to amend.

Should plaintiff desire to file an amended complaint that addresses the issues in this ruling, plaintiff must file and serve it by March 9, 2026.

Plaintiff to give notice.

Defendant Greens Global, Inc.'s Motion to Strike

Defendant Greens Global, Inc. moves to strike portions of plaintiff Ryan Ingram's complaint. For the following reasons, defendant's motion to strike is denied.

"The court may, upon a motion made pursuant to Section 435, or at any time in its discretion, and upon terms it deems proper: (a) Strike out any irrelevant, false, or improper matter inserted in any pleading. (b) Strike out all or any part of any pleading not drawn or filed in conformity with the laws of this state, a court rule, or an order of the court." Civ. Proc. Code § 436.

Defendant moves to strike the following portions of the complaint: (i) paragraphs 14 through 35 and 41 through 44; (ii) footnotes 1 through 42; and (iii) the following portion of paragraph 90: "and Section 5(a) of the FTC Act."

Defendant argues these portions of the complaint relate to the FTC Act and/or other federal standards that do not apply because plaintiff's allegations pertain only to intrastate commerce, thus allegedly rendering federal statutes and regulations inapplicable.

Defendant is correct that plaintiff alleges he is a California resident, that defendant is a California corporation with its principal place of business in California, and that the putative class contains only California residents. Complaint ¶¶ 12-13, 62. It is not unequivocally clear from the complaint, however, that federal statutes or regulations do not apply in this case, as there are, for example, allegations that defendant has displayed allegedly misleading prices on the internet. Complaint ¶¶ 47-51. The court cannot conclusively determine at this juncture that allegations referring to the FTC Act and/or other federal standards are irrelevant or immaterial to plaintiff's claims. The motion to strike is denied.

Plaintiff to give notice.

Attorney John C. Roberts's Motion to Appear Pro Hac Vice

Attorney John C. Roberts moves to appear pro hac vice for plaintiff Ryan Ingram. For the following reasons, the unopposed motion is granted.

The application is verified and/or supported by a declaration(s). It sets forth the applicant's residence and office addresses and California counsel's contact information. It states the applicant's courts and dates of admission and attests to the applicant's good standing. The application states there have been no prior applications in California state courts in the last two years. The accompanying Lyons Declaration states the application has been served on the State Bar of California via its online portal and that the application fee has been paid. Cal. R. Ct. 9.40(c)-(e).

Plaintiff to give notice.

Attorney Ian R. Bensberg's Motion to Appear Pro Hac Vice

Attorney Ian R. Bensberg moves to appear pro hac vice for plaintiff Ryan Ingram. For the following reasons, the unopposed motion is granted.

The application is verified and/or supported by a declaration(s). It sets forth the applicant's residence and office addresses and California counsel's contact information. It states the applicant's courts and dates of admission and attests to the applicant's good standing. The application states there have been no prior applications in California state courts in the last two years. The accompanying Miller

		Declaration states the application has been served on the State Bar of California via its online portal and that the application fee has been paid. Cal. R. Ct. 9.40(c)-(e). Plaintiff to give notice. <u>Initial Case Management Conference</u> The court has reviewed the parties' joint status conference statement filed February 11, 2026 (ROA 69), and based thereon continues the February 26, 2026 status conference to <u>May 21, 2026 at 9:00 a.m.</u> in Department CX105. The parties are ordered to file a joint status conference statement at least 5 court days before the hearing. Clerk to give notice.
7	Mal v. Bank of The West 2022-01251706	<u>Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement</u> The court has reviewed and considered the papers filed in support of plaintiff's motion for final approval of a $395,000 class action and PAGA settlement. The court has the following questions and comments: 1. Did the settlement administrator receive any disputes? 2. The settlement administrator should file a declaration identifying the individual who requested exclusion and attaching a copy of the request for exclusion to the declaration as an exhibit. 3. Plaintiff should state her total compensation to be received (excluding any enhancement award and including for any individual claims). 4. Has the deadline to opt-out, object or dispute elapsed for the 25 remailed notices? If so, the settlement administrator should state whether any exclusions, objections or disputes were received for the remailed notices. 5. Plaintiff's counsel must disclose whether counsel has any fee-splitting arrangement with any other counsel, including the exact percentages, or confirm none exists. *Barnes, Crosby, Fitzgerald & Zeman, LLP v. Ringler* (2012) 212 Cal.App.4th 172, 184; Cal. R. Ct. 3.769(b). 6. Plaintiff's counsel seeks $14,771.48 in costs. Postage charges are not recoverable and should be removed. In addition, plaintiff's counsel should submit copies of the mediation and "expert analysis" invoices. 7. In reviewing plaintiff's counsel's time records, the court disregarded counsel's entries for "approximate" future hours (totaling 20.50 hours). Counsel should not include time entries for work that has not been performed. 8. Counsel information should be removed from the caption page of the proposed order and judgment (ROA 164). 9. The Class and the Class Period and the Aggrieved Employees and the PAGA Period should be stated within the first few paragraphs of the proposed order and judgment. 10. Paragraph 2 of the proposed order and judgment should identify the class member who submitted a request for exclusion. Paragraph 2 should also state whether the settlement administrator received any disputes.

		11. The proposed order and judgment should include the following statement: "The parties, their counsel and the settlement administrator are ordered to administer the settlement in accordance with the terms of the settlement agreement." 12. The proposed order and judgment should include the following statement: "The court hereby enters judgment in accordance with the Settlement Agreement, the September 10, 2025 Order Granting Preliminary Approval (ROA 163), and this Order and Judgment." 13. The proposed order and judgment should state that the settlement administrator will post the judgment on the settlement administrator's website for at least 180 days. 14. The parties should propose a specific date for the final accounting hearing. Should the motion for final approval be granted, the court will hold a final accounting hearing on a Thursday at 9:00 a.m. The final accounting hearing should occur after the deadline for class members to cash their checks. Plaintiff shall submit a final accounting report at least 9 court days before the final accounting hearing regarding the status of the settlement administration. The final report must include all information necessary for the court to determine the total amount actually paid to class members and any amounts tendered to the State Controller's Office under the unclaimed property law. 15. Paragraph 22 of the proposed order and judgment should refer to Civil Procedure Code section 664.6. The hearing on plaintiff's motion for final approval is continued to <u>June 25, 2026 at 2:00 p.m.</u> in Department CX105 to enable the parties to address and respond to the above issues. A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement shall be submitted, rather than an "amended settlement agreement," to streamline the court's review of the documents. The parties shall provide redlined copies of any revised documents (e.g., revised settlement agreement, revised notice, revised proposed order). Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended documents, and file a proof of service. **No earlier hearing date is available for this motion.**
8	Mal v. Bank of The West 2022-01262144	<u>Status Conference in Case No. 2022-01262144</u> The court has reviewed the parties' joint status conference statement filed February 18, 2026 (ROA 97), which states that plaintiff will seek dismissal of this case upon final approval of the class action and PAGA settlement in Case No. 2022-01251706. In a concurrently-issued order, the court continued the hearing on plaintiff's motion for final approval of the class action and PAGA settlement in Case No. 2022-01251706 to June 25, 2026 at 2:00 p.m. in Department CX105. The status conference in Case No. 2022-01262144 is continued to June 25, 2026 at 2:00 p.m. in Department CX105. The parties need not submit a joint status conference statement in advance of the hearing. Clerk to give notice.

9	Oropeza v. Oceanfront Recovery at Laguna Beach, LLC, et al. 2023-01302016	Off calendar.
10	Sheikh, et al. v. Surgical Care Affiliates, LLC 2022-01254790	<u>Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement</u> The court has reviewed and considered the papers, including the supplemental papers, filed in support of plaintiffs' motion for preliminary approval of a $3,450,000 class action and PAGA settlement. The court grants the motion as follows: $5,000.00 for Plaintiff Vasquez's enhancement payment (not to exceed); $1,035,000 for attorneys' fees (not to exceed; *see* No. 1 below); $25,000.00 for litigation costs (not to exceed); $25,000.00 for settlement administration costs (not to exceed); and $100,000.00 total PAGA penalties ($75,000.00 to LWDA). 1. In its June 26, 2025 order (ROA 121) order, the court stated that while it will not determine the amount of attorneys' fees to be awarded until final approval, the court is unlikely to approve attorneys' fees in excess of 30% of the gross settlement amount absent unique circumstances. 6/26/25 Order (ROA 121) No. 8. The court stated that plaintiff's counsel should address in the supplemental filing whether any such unique circumstances exist here. The circumstances described in paragraph 16 of the Second Supplemental Davies Declaration (ROA 158) are not unique. The court preliminarily finds attorneys' fees not to exceed 30% of the gross settlement amount reasonable for this case. 2. The notice (Second Supp. Davies Decl. Ex. 2) states that the Class Period is "October 13, 2017 to April 15, 2024 [or earlier date at Defendant's election per paragraph 8]." Paragraph 8 of the settlement agreement states that defendant has the option of "changing the date for the close of Class Period to the date when the number of workweeks reached 376,425." Paragraph 8 also states that defendant must exercise this option "within seven (7) days after the Settlement Administrator confirms the actual total workweek count after preliminary approval of the settlement is granted, and *before the notices are mailed out to the Class Members*." Settlement Agreement ¶ 8 (italics added). For the avoidance of doubt, the parties are ordered to state a firm, specific end date for the Class Period in the notice that is provided to the class members. 3. As discussed in the court's June 26, 2025 order (ROA 121, No. 11), the plaintiff in *Padilla v. Surgical Care Affiliates, LLC*, Case No. 2024-01399066, a related case pending this department, has filed various documents objecting to the PAGA portion of the *Sheikh* settlement. ROA 111, 125; *see also* ROA 43, 45 & 58 in Case No. 2024-01399066. In the June 26, 2025 order, the court posed several questions for the parties to address regarding Padilla's objections. ROA 121 (No. 11). Having read and considered Padilla's and the parties' filings, the court finds that Padilla may not properly object to the

		PAGA portion of the *Sheikh* settlement (*Turrieta v. Lyft* (2024) 16 Cal.5th 664, 715) and that, even if she could, *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 541, 543, supports approving the PAGA portion of the *Sheikh* settlement, to the extent the court otherwise finds it 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, 77. In addition, Padilla's objection rests on the implicit assumption that a defendant's failure to assert an allegedly applicable statute of limitations defense renders a plaintiff's PAGA claim "legally void" (ROA 125 at 5:4), a proposition of which the court is skeptical. *See Amaro*, 69 Cal.App.5th at 541 ("If the Legislature had intended to make the limitations period for PAGA jurisdictional rather than an affirmative defense, it would have said so"). The final approval hearing is scheduled for <u>June 25, 2026 at 2:00 p.m.</u> in Department CX105. The motion for final approval shall be filed at least 16 court days before the hearing. *See* Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service.
11	Padilla v. Surgical Care Affiliates, LLC, et al. 2024-01399066	The court has reviewed the parties' joint status conference statement filed February 20, 2026 (ROA 69), and based thereon continues the February 26, 2026 status conference to June 25, 2026 at 2:00 p.m. in Department CX105. The parties are ordered to file a joint status conference statement at least 5 court days before the hearing. Clerk to give notice.
12	South Coast Shipyard, Inc., et al. v. NPB Marina LLC, et al. 2017-00910966	Off calendar.
13	Teffeteller v. Fitness International LLC 2024-01407578	<u>Plaintiff's Motion for Approval of PAGA Settlement</u> "Because an aggrieved employee's action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government." *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986. PAGA settlements are subject to trial court review "to determine whether [they are] 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, 77.

		The court has reviewed and considered the papers filed in support of plaintiff's motion for approval of an $783,115 PAGA settlement. The court has the following questions and comments: 1. Were the settlement agreement and motion papers submitted to the LWDA? Plaintiff must file with the court a proof of service identifying the specific documents served on the LWDA, when plaintiff served the documents, and how service was effected. <u>As to the settlement</u>: 2. Plaintiff has not provided any case-specific valuation analysis. Plaintiff must state the legal and factual basis for each claim being settled, must identify the specific discovery (formal and informal) conducted to date, must describe in detail counsel's investigation of the merits of each claim, and must state how plaintiff valued each claim being settled. Plaintiff also must provide specific information sufficient for the court to evaluate whether the consideration being received for the release of the aggrieved employees' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the litigation. 3. The parties should provide the average, high and low individual PAGA payments. 4. Plaintiff should state his total compensation to be received (excluding any enhancement award and including for any individual claims). 5. Copies of the LWDA notice letter(s) should be filed with the court. 6. The settlement agreement states plaintiff's "Individual Settlement Amount" of $2,500 "is separate and apart from the PAGA settlement and resolves claims not present in the Action." Settlement Agreement ¶ I.8; *see also* Settlement Agreement ¶ III.33 ("Individual Settlement Amount" not included in items deducted from gross settlement amount). In plaintiff's brief, however, $2,500 appears to be deducted from the gross settlement amount for "Individual Settlement Amount," as the "Total PAGA Penalties" in the chart on page 5 of the brief (ROA 56) would otherwise be $476,076.67 (not $473,576.67, a difference of $2,500). Brief (ROA 56) at 5 (chart); *see also* Proposed Order and Judgment (ROA 54) at 4:1-6 (stating that "service payment" to plaintiff of $2,500 will be deducted from gross settlement amount). Are the parties proposing to deduct plaintiff's "Individual Settlement Amount" from the gross settlement amount? If so, the court is unlikely to approve that deduction, as the settlement agreement states defendant has agreed to pay plaintiff that amount "in exchange for a general release set forth in Paragraph 29 below." Settlement Agreement ¶ I.8. An enhancement award is not intended to serve as consideration for the release of additional claims, but rather to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, in some circumstances, to recognize their willingness to act as a private attorney general. The court further notes that plaintiff has not submitted a declaration, and thus the court has no evidence before it on which to determine whether plaintiff has performed any work warranting any enhancement award. The court also notes that paragraph 39 of the

settlement agreement, which is cited in paragraph I.8, appears unrelated to a general release.

7. The "Releasees" provision in paragraph I.10 of the settlement agreement is overbroad. It includes unrelated, ambiguous and/or unidentified third parties such as "agents, investors," "agents" (again), "heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and each of Defendant's respective successors and predecessors in interest, subsidiaries, affiliates, related companies, parents and attorneys, if any, and any individual or entity which could be jointly liable with Defendant."

8. The following phrase should be removed from paragraph I.13: "or Defendant shall have the option, in its sole and exclusive authority, to decide to end the Covered Period on the date that is one calendar day prior to the date upon which the escalator clause will be triggered." The court will not approve a settlement that permits defendant to shorten the Covered Period.

9. Why are Full Time Pay Periods being valued at 5 times that of Part Time Pay Periods, and why is the settlement payment calculated based on values of $5 per Full Time Pay Period and $1 per Part Time Pay Period? See Settlement Agreement ¶ III.34(a) & n.1.

10. The "Release of Claims By . . . All Aggrieved Employees" provision in paragraph IV.41(a) of the settlement agreement is overbroad, as is the "Covered Claims" provision in paragraph I.12 referred to in paragraph IV.41(a). Releases for aggrieved employees other than plaintiff should not release more than the civil penalties available under PAGA based on the facts alleged in the operative complaint and the notice letter(s) to the LWDA.

11. The effective date of the aggrieved employees' release ("[u]pon the approval by the Court and non-objection by the LWDA of this Agreement, effective on the Effective Date") should be revised, as the court will not require the aggrieved employees to release their claims until defendant has fully funded all amounts owed under the settlement agreement. See Settlement Agreement ¶¶ III.33 (defendant need not fund settlement until ten business days after the Effective Date), VI.45.

12. Why will unclaimed funds be sent to the State of California Department of Industrial Relations Unclaimed Wages Fund? Settlement Agreement ¶ VI.48. Is that entity authorized to receive unclaimed settlement funds?

13. The parties should provide the settlement administrator's qualifications and experience, including evidence that the settlement administrator has procedures in place to protect the security of class data, and sufficient insurance in the event of a data breach or mishandling of the settlement funds. The parties should also submit a copy of the settlement administrator's invoice. The parties should explain why the settlement administrator's seemingly high bid ($36,000) is reasonable for this case.

14. Plaintiff's counsel seeks attorneys' fees totaling 33.3% of the gross settlement amount. Absent unique circumstances, the court is unlikely to approve an attorneys' fees award that exceeds 30% of the gross settlement amount. Plaintiff's counsel should address in the supplemental filings whether any such unique circumstances exist here.

15. Plaintiff's counsel must submit copies of time records, billing statements, or other records contemporaneously documenting the work performed and time

spent detailing the specific tasks performed on the case, the time spent on each task, and the individual(s) who performed the task.

16. Plaintiff's counsel seeks litigation costs in the amount of $8,529.24. Plaintiff's counsel must submit an itemized list of incurred costs, together with invoices substantiating any mediation or expert fees. Nonrecoverable items such as postage, mailing and copying charges should not be included.

17. Plaintiff's counsel must disclose whether counsel has any fee-splitting arrangement with any other counsel, including the exact percentages, or confirm none exists.

18. The parties (plaintiff and defendant) should state in declarations filed with the court whether, after making reasonable inquiry, they are aware of any class, representative or other collective action in any other court that asserts claims similar to those asserted in the action being settled. If any such actions are known to exist, the declaration(s) shall also state the name and case number of any such case and the procedural statues of the case, and describe the impact of the settlement on that case.

As to the notice letter (Ex. A to Daugherty Declaration (ROA 60)):

19. The notice letter should be revised consistent with the above.

20. The notice letter should (i) provide an explanation of PAGA; (ii) describe the factual allegations of the operative complaint; (iii) describe the scope of released claims; (iv) state the gross settlement amount, net settlement amount, and the portions allocated to the LWDA and the aggrieved employees; (v) explain how the individual payments will be calculated; (vi) describe the recipient's responsibility for any taxes payable on the amount received; and (vii) notify the aggrieved employees that they cannot opt out of the settlement and that, even if they do not cash their checks, they will be bound by the release.

21. The notice letter should use the same terms defined in the settlement agreement (e.g., "Aggrieved Employees" not "Covered Employees").

22. The second date in the last sentence of the second paragraph of section I is inconsistent with paragraph I.6 of the settlement agreement.

23. The word "Plaintiffs" in the last sentence of the third paragraph of section I should be "Plaintiff."

24. The release stated in section III is inconsistent with the release in the settlement agreement which must, in any event, be revised as stated above.

25. The last sentence of the third paragraph of section III should be replaced with the following: "You cannot opt out of the settlement and you will be bound by the release even if you do not cash your settlement check."

26. The settlement administrator identified in section IV of the notice letter (Atticus Administration, LLC) is not the settlement administrator identified in paragraph I.19 of the settlement agreement (Simpluris).

27. The second paragraph of section IV of the notice letter duplicates part of the second paragraph of section II. The duplicative information need only be stated once in the notice letter. In addition, the entity to which unclaimed funds will sent differs in sections II and IV of the notice letter.

		28. Will the settlement administrator maintain a website for this case? If so, section IV of the notice letter should provide the URL for case website and identify the key case documents (including the order and judgment) that will be posted on the website, and should state that judgment will be posted on the settlement administrator's website for at least 180 days. 29. The notice letter should include plaintiff's counsel's name(s) and contact information and state that aggrieved employees may contact plaintiff's counsel with any questions about the case and the settlement. 30. Should the notice letter be provided in any language other than English? If so, a certified copy of the translated notice (together with an English-language copy) should be attached to the proposed order and judgment as an exhibit. As to the proposed order and judgment (ROA 54): 31. The proposed order and judgment should be revised consistent with the above. 32. The proposed order and judgment should not contain any footnotes. 33. The settlement agreement and any amendments thereto and the notice letter (in all languages) should be attached as exhibits to the proposed order and judgment. 34. The proposed order and judgment should use the same defined terms used in the settlement agreement (e.g., "Plaintiff" not "Named Plaintiff"). 35. The proposed order and judgment should state the gross settlement amount. 36. The proposed order and judgment should state the specific amount of attorneys' fees to be deducted from the gross settlement amount. 37. The proposed order and judgment should state how notice of entry of the judgment will be given to the aggrieved employees. 38. The proposed order and judgment should state that the court orders the parties and the settlement administrator to administer the settlement in accordance with the terms of the settlement agreement. 39. The settlement administrator identified in the proposed order and judgment (3:12, Atticus Administration, LLC) is not the settlement administrator identified in paragraph I.19 of the settlement agreement (Simpluris). 40. The proposed order and judgment should include a proposed date for the final accounting hearing. The final accounting hearing should occur after the deadline to cash checks has expired. The court holds final accounting hearings on Thursdays at 9:00 a.m. The proposed order and judgment shall state that counsel shall submit a final administrator's report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the aggrieved employees and the other amounts distributed under the settlement, including any uncashed checks. The hearing on plaintiff's motion for approval is continued to June 25, 2026 at 2:00 p.m. in Department CX105 to permit the parties to address and respond to the above issues. *See also* Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall

		be filed at least 9 court days before the hearing and shall address as necessary each of the above points. **<u>If required, an amendment to the settlement agreement shall be submitted, rather than an "amended settlement agreement," to streamline the court's review of the documents</u>.** The parties shall provide redlined copies of any revised documents (e.g., revised settlement agreement, revised notice, revised proposed order). Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service. **No earlier hearing date is available for this motion.**
14	Tran v. Byram Healthcare Centers, Inc. 2023-01309069	<u>Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement</u> The court has reviewed and considered the papers filed in support of plaintiff's motion for final approval of an $896,166.35 class action and PAGA settlement. The court grants the motion as follows: $10,000.00 for enhancement awards to plaintiffs ($5,000 for each plaintiff); $291,666.67 for attorneys' fees; $17,905.42 for litigation costs; $9,995.00 for settlement administration costs; and $40,000.00 total PAGA penalties ($30,000.00 to the LWDA). The final accounting hearing is scheduled for <u>November 12, 2026 at 9:00 a.m.</u> in Department CX105. Plaintiffs shall submit a final accounting report at least 9 court days before the final accounting hearing regarding the status of the settlement administration. The final report must include all information necessary for the court to determine the total amount actually paid to class members and aggrieved employees and any amounts tendered to the State Controller's Office under the unclaimed property law. Plaintiffs are ordered to give notice, including to the LWDA, and to file a proof of service.
15	White, et al. v. Orange County Transp. Authority, et al. 2022-01284681	<u>Cross-defendant Tipco Engineering, Inc.'s Motion to Consolidate</u> Cross-defendant Tipco Engineering, Inc. moves to consolidate for all purposes four cases pending in this department: *White v. Orange County Transportation Authority*, OCSC Case No. 2022-01284681; *Harris v. Orange County Transportation Authority*, OCSC Case No. 2022-01284718; *Ingram v. Orange County Transportation Authority*, OCSC Case No. 2023-01335438; and *Solorzano-Portaro v. Orange County Transportation Authority*, OCSC Case No. 2023-01355812. ROA 115. Plaintiffs in the four cases oppose in part. ROA 139 (at 1 n.1). Defendants OCTA and CalTrans have not submitted any briefs. When actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all the matters in issue in the actions; it may order all the actions consolidated and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay. Civ. Proc. Code § 1048(a). Consolidation is a matter within the trial court's discretion. *Askew v. Askew* (1994) 22 Cal.App.4th 942, 964 ("The motion [to consolidate] requests the court to exercise its *discretion* to consolidate the actions . . . . Therefore it is possible that actions may be thoroughly 'related' in the sense of

having common questions of law or fact, and still not be 'consolidated,' if the trial court, in the sound exercise of its discretion, chooses not to do so.") (italics in original).

These four cases have been deemed related, and the same counsel represents plaintiffs, defendants and Tipco in each case. Plaintiffs in each case allege inverse condemnation and nuisance claims against OCTA and CalTrans arising from construction work on the 405 Freeway in Fountain Valley, California.

In *White*, *Harris*, *Ingram* and *Solorzano-Portaro*, defendants OCTA and CalTrans allege cross-claims against Tipco. In *Harris*, Tipco has filed a cross-complaint for indemnity, contribution and declaratory relief against Moes 1 through 100.

In *White*, OCTA and CalTrans have scheduled a motion for summary adjudication on their cross-complaint against Tipco for hearing on May 7, 2026. In *Harris*, the court denied OCTA and CalTrans' motion for summary adjudication on their cross-complaint against Tipco on May 8, 2025. ROA 119. In *Ingram*, the court denied OCTA and CalTrans' motion for summary adjudication on their cross-complaint against Tipco on May 8, 2025. ROA 111. In *Solorzano-Portaro*, OCTA and CalTrans have scheduled a motion for summary adjudication on their cross-complaint against Tipco for hearing on May 7, 2026.

Tipco argues the cases should be consolidated for all purposes because "the cases are pending in the same court and involve the same issues of fact and common issues of law." Brief (ROA 115) at 2:19-20. Tipco also argues that consolidation "will promote judicial economy while avoiding duplicative efforts and the risk of inconsistent judgments" (*id.* at 2:21-22), and will reduce the burden on the parties and witnesses "who will currently be subjected to duplicative depositions, discovery requests, and trial testimony." *Id.* at 1:9-10. Tipco argues consolidation will not prejudice any of the parties. *Id.* at 1:10-11.

Plaintiffs state they do not oppose consolidation for trial "for inverse condemnation liability purposes" (Opp. (ROA 139) at 2:13-14), which the court gathers means plaintiffs do not oppose consolidating their respective inverse condemnation claims for trial, such that all plaintiffs would present their arguments and evidence in support of their inverse condemnation claims (and defendants would present their arguments and evidence in defense of the inverse condemnation claims) to the court in one court trial. Plaintiffs do not address potential consolidation of their nuisance claims in their opposition.

Plaintiffs oppose consolidating the cases for damages purposes, i.e., plaintiffs appear to suggest that four different juries be empaneled to consider each plaintiff's damages claims. Plaintiffs do not address why, even if each plaintiff's damages should be separately considered, four different juries would be required, as opposed to bifurcating each plaintiff's damages claims and phasing the trial before the same jury.

The parties' briefs do not contain sufficient information about the status of the cases and the parties' anticipated trial presentations for the court to grant this motion at this time. For example, Tipco claims that the cases should be consolidated to reduce the burden on the parties and witnesses "who will currently be subjected to duplicative depositions [and] discovery requests," but the parties have not provided the court with sufficient information regarding the status of discovery for the court to evaluate this argument. These cases are long-pending; if discovery is largely completed, Tipco's concern regarding potentially duplicative discovery may be moot. The parties also do not discuss whether they anticipate the same experts will testify

		as to each plaintiff's claims, or whether some or all of the parties have retained different experts for different cases. Generally speaking, the court agrees that duplicative arguments and evidence at trial should be avoided, and to the extent the same legal issues and evidence apply in all of the cases, it would benefit the parties and the court to present those issues and that evidence once, not four times—especially for parts of the case that the parties agree will be tried to the court. In short, the court lacks sufficient information regarding the status of the cases and the parties' anticipated trial presentations to grant this motion at this time. The motion is thus denied without prejudice. Cross-defendant Tipco Engineering, Inc. to give notice. <u>Status Conferences in Case Nos. 2022-01284681, 2022-01284718, 2023-01335428 and 2023-01355812</u> The parties did not file a joint status conference statement as ordered by the court. ROA 121 (*White*); ROA 132 (*Harris*); ROA 132 (*Ingram*); ROA 72 (*Solorzano-Portaro*). The parties submitted a proposed scheduling order (ROA 140, *Harris*). The court has reviewed the parties' proposed schedule, which is inconsistent with the court's prior statements to the parties that the trial(s) in these cases—whether consolidated or separate—will be scheduled to commence in 2026. The status conference remains scheduled for February 26, 2026 at 2:00 p.m. in Department CX105.
16	Harris, et al. v. Orange County Transp. Authority, et al. 2022-01284718	See No. 15 (Status Conference) above.
17	Ingram, et al. v. Orange County Transp. Authority, et al. 2023-01335428	See No. 15 (Status Conference) above.
18	Solorzano-Portaro v. Orange County Transp. Authority, et al. 2023-01355812	See No. 15 (Status Conference) above.