

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court, Department 28

JUDICIAL OFFICER: HONORABLE LAURI A. DAMRELL

Courtroom Clerk: V. Aleman
Court Attendant: J. Flores

CSR: None

34-2020-00284704-CU-OE-GDS

August 18, 2023
9:00 AM

Scott Cahn, individually and on behalf of himself and all others similarly situated vs. J.J.R. Enterprises, Inc.,

MINUTES

APPEARANCES:

No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement; Case Management Conference - Complex

There being no request for oral argument the Court affirmed the tentative ruling.

TENTATIVE RULING:

Plaintiff Scott Cahn's ("Plaintiff") motion for preliminary approval of class and Private Attorneys General Act ("PAGA") action settlement is UNOPPOSED and tentatively GRANTED, subject to the clarification required below.

Moving counsel's Notice of Motion does not provide notice of the Court's tentative ruling system, as required by Local Rule 1.06. Moving counsel is directed to contact opposing counsel and advise them of Local Rule 1.06, the Court's tentative ruling procedure, and the manner to request a hearing.

Background

Plaintiff filed his class action complaint against Defendant J.J.R. Enterprises, Inc. ("Defendant") on August 28, 2020, alleging failure to pay minimum wage and overtime; failure to provide lawful meal periods; failure to authorize and permit rest periods; unlawful deductions; failure to timely pay wages during employment; failure to timely pay wages owed upon separation from employment; failure to furnish accurate, itemized wage statements; violation of the unfair competition law; and failure to reimburse necessary expenses. Plaintiff also provided notice to the Labor and Workforce Development Agency ("LWDA") of Defendant's alleged labor code violations pursuant to Labor Code section 2698, et seq. (Mot., p. 2:2-8.)

Plaintiff was subsequently made aware of a prior settlement encompassing the wage and hour

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claims in the class action complaint. Accordingly, the wage and hour claims were dismissed, and on January 20, 2021, Plaintiff filed his amended class action and representative action complaint, alleging failure to reimburse necessary expenses, violation of the unfair competition law, and penalties under Labor Code section 2698 et seq. Defendant filed its Answer to Plaintiff's First Amended Complaint on February 24, 2021. (Mot., p. 2:9-14.)

Plaintiff now moves for preliminary approval of the Parties' Stipulation of Settlement ("Settlement Agreement" or "Settlement"). (Hawkins Decl., Exh. 1 ("SA").) Plaintiff must provide a copy of his Notice to the LWDA and provide evidence that he submitted the Settlement to the LWDA pursuant to Section 2699, subdivision (1)(2).

Legal Standard

The law favors the settlement of lawsuits, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. (See *Neary v. Regents of Univ. of Cal* (1992) 3 Cal.4th 273, 277-281; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 52.) However, a class action may not be dismissed, compromised, or settled without approval of the court, and the decision to approve or reject a proposed settlement is committed to the court's sound discretion. (See Cal. Rules of Court, Rule 3.769; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35 (*Wershba*)).

In determining whether to approve a class settlement, the court's responsibility is to "prevent fraud, collusion or unfairness to the class" through settlement because the rights of the class members, including the named plaintiffs, "may not have been given due regard by the negotiating parties." (*Consumer Advocacy Group, Inc. v. Kintetsu Enters. of Am.* (2006) 141 Cal.App.4th 46, 60.) The court must independently determine "whether the settlement is in the best interests of those whose claims will be extinguished" and "make an independent assessment of the reasonableness of the terms to which the parties have agreed." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130, 133.) The burden of establishing the fairness and reasonableness of the settlement is on the proponent. (*Wershba, supra*, 91 Cal.App.4th at p. 245; see also *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135 1165-66.)

The Court does not rubber stamp these motions, but rather serves as a guardian of absent class members' rights to ensure the settlement is fair. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 95.) "Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice.'" (*7-Eleven, supra*, 85 Cal.App.4th at p. 1145.) "A settlement need not obtain 100 percent of the damages sought in order to be fair and reasonable. Compromise is inherent and necessary in the settlement process. Thus, even if 'the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated,' this is no bar to a class settlement because 'the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.'" (*Wershba, supra*, 91 Cal.App.4th at p. 250, citations omitted.) The court's primary objective for preliminary approval is to establish whether to direct notice of the proposed settlement to the class, invite the class's reaction, and schedule a

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final fairness hearing. (Rubenstein et al., *Newberg on Class Actions* (6th ed. 2022) § 13:10.)

Provisional Class Certification

If the class has not yet been certified, part of the motion for preliminary approval will include a request for provisional certification for purposes of settlement only. (See Cal. Rule of Court, Rule 3.769.) Although the provisional process is less demanding than a traditional motion for class certification, a trial court reviewing an application for preliminary approval of a settlement must still find that the normal class prerequisites have been met. (See *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-627 (1997); in accord, *Carter v. City of Los Angeles* (2014) 224 Cal.App.4th 808, 826.) These requirements are generally expressed as follows: (1) numerosity of class members, (2) typicality of claims, (3) adequacy of representation by the named plaintiffs, and (4) the superiority and predominance of common questions of law and fact. (*Vasquez v. Sup. Ct.* (1971) 4 Cal.3d 800, 820.)

Here, Plaintiff seeks provisional certification of the following class: “[a]ll persons who are or were employed by Defendant who submitted for mileage reimbursement in the State of California within the Class Period.” (Hawkins Decl., Exh. 1; SA, ¶ 2). The Class Period is defined as August 28, 2016 through December 15, 2022. (*Id.*, ¶ 1).

Plaintiff argues that provisional class certification is appropriate here because (1) the proposed Class of approximately 310 members is sufficiently numerous and ascertainable through Defendant’s employee files and payroll records; and (2) there is a well-defined community of interest. (Mot., 12:5-28.) Specifically, Plaintiff argues that the commonality and typicality requirements are satisfied because Plaintiff’s and the Class Members’ claims all generally arise from the same factual basis and the same legal theories – that Defendant’s policies, practices, and procedures resulted in Defendant’s failure to reimburse Class Members for expenses, specifically mileage. (*Id.*, p. 13:1-17.) Finally, Plaintiff argues that he is an adequate representative because he is unaware of any interests that are adverse to the interests of the Class and he has retained experienced counsel. (*Id.*, p. 13:19-25.) The Court finds Plaintiffs’ arguments persuasive and certifies the Class for settlement purposes.

Class Representatives & Class Counsel

Plaintiff Scott Cahn is preliminarily approved as Class Representative. (SA, ¶ 10.C.) James R. Hawkins and Christina M. Lucio of JAMES HAWKINS APLC are preliminarily appointed as Class Counsel (“Counsel”). (*Id.*, ¶ 10.B.)

Fair, Adequate, and Reasonable Settlement

Before approving a class action settlement, the Court must find that the settlement is “fair, adequate, and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) The Court considers such factors as “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction

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of class members to the proposed settlement.” (*Id.*) “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Id.* at p. 1802.)

Under the terms of the Settlement, Defendant denies liability, but agrees to pay a non-reversionary, Gross Settlement Amount (“GSA”) of \$425,000. (SA, ¶ 4.) The following amounts will be paid from the GSA:

- (1) Class Representative Enhancement Payment of \$10,000 to Plaintiff Scott Cahn (*id.*, ¶¶ 4.C(1), 8);
- (2) The Settlement Administration Costs to Phoenix Settlement Administrators of up to \$9,750 (*id.*, ¶¶ 4.C(2), 9);
- (3) Class Counsel Fees of one-third (33 1/3%) of the Gross Settlement amount equal to \$141,666.67 and up to \$18,000 in litigation costs and expenses (*id.*, ¶¶ 4.C(4) and (5), 7); and
- (4) PAGA Penalties of \$15,000, of which 75% will go to the LWDA (\$11,250) and 25% to the Aggrieved Employees (\$3,750) (*id.*, ¶¶ 4C(6), 6.)

The Net Settlement Amount (“NSA”), meaning the GSA less Class Counsel Fees and Costs, Class Representative Enhancement Payment, Settlement Administration Expenses, and the PAGA Penalty Payment, will be allocated pro rata to the participating Class Members based on Class Members’ workweeks worked during the Class Period of August 28, 2016, to December 15, 2022. (SA, ¶ 6.)

Assuming equal distribution to the Class Members and full participation, the average recovery will be approximately \$743.82 from the NSA. (Hawkins Decl., ¶ 21.) The full NSA shall be paid to Participating Class Members. (SA, ¶¶ 4.C, 6.) Each Participating Class Member will receive a pro rata share of the NSA as an Individual Settlement Payment based on the total workweeks worked during the class period. (*Id.*, ¶ 6.B.) Each PAGA Aggrieved Employee will receive a pro rata share of the portion of the PAGA penalties payable to Aggrieved Employees as an Individual PAGA Payment based on the total number of workweeks worked during the PAGA period (\$3,750). (*Id.*, ¶ 6.C.) For tax purposes, Individual Settlement and PAGA Payments shall be classified as 100% unreimbursed expenses, penalties, and interest. (*Id.*, ¶ 6.E.) The Settlement Administrator will be responsible for issuing to participating Class Members IRS Forms 1099. Any amount attributable to settlement checks returned as undeliverable or remaining uncashed for more than 180 calendar days after issuance shall be tendered to the California State Controller’s Office Unclaimed Property Fund to be held in the name of the Class Member or PAGA Group Member’s name. (*Id.*, ¶ 6.F.)

Within 10 calendar days after receiving the Class List, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail. (SA, ¶ 11.B.) Any Notice Packets returned as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address, and the Administrator will indicate the date of such re-mailing on the Notice. (*Id.*, ¶ 11.F.) If no forwarding address is provided the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search, and will then perform a single re-mailing (*Ibid.*) The “Response Deadline”

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is 60 calendar days from the initial mailing of the Notice Packet by the Settlement Administrator. (*Id.*, ¶ 11.C.) Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have 14 calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, an Objection, or a dispute. (*Id.*, ¶ 11.F.)

Every Participating Class Member shall be deemed to have fully released any and all of the “Released Parties” from the “Released Claims” during the Class Period: any claims that were asserted in the Action or are based on or reasonably related to the claim for unreimbursed business expenses, attendant interest, penalties, and civil penalties pursuant to the Private Attorneys General Act of 2004 (Labor Code sections 2698, et seq.) (“PAGA”) for violation of Labor Code sections 2800, and 2802; claims under the Industrial Welfare Commission Wage Orders 1-2001, 4-2001 and 7-2001 for unreimbursed business expenses, California Code of Regulations, Title 8, section 11000 et seq.; and Business and Professions Code sections 17200-17208 for unreimbursed business expenses. (SA, ¶ 2.A.) The Class Release is limited to the Class Period. (*Ibid.*) Separately, each and every PAGA Member shall be deemed to have fully released the Released Parties of and from all the following claims: claims for civil penalties that were asserted against Defendant or the Released Parties or any of them “arising out of or based upon the facts, theories, and/or claims alleged in the PAGA Notice Letter filed by Plaintiff with the LWDA in this Action. This release includes claims under the PAGA (California Labor Code section 2698 et seq.) for violations of Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, or 2802, applicable IWC California Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq.” (*Id.*, ¶ 2.B.) The PAGA Release is limited to the PAGA Period. (*Ibid.*) While the Class release’s reference to PAGA is duplicative in light of the separate PAGA release, the releases appear to be appropriately limited to in time and scope. Only Plaintiff is subject to a general release. (*Id.*, ¶ 2.C.)

The moving papers demonstrate that the Settlement was the product of extensive arm’s length bargaining by the Parties and a full day of mediation with the assistance of retired Judge Carl J. West. (Hawkins Decl., ¶¶ 6, 9.) At all times, the negotiations were adversarial, non-collusive, and supported by a knowledgeable mediator. (*Id.*, ¶ 10.) The information exchanged between the Parties allowed them to assess the merits of the claims and defenses and reach a compromise. (*Id.*, ¶ 9.) Plaintiff and Class Counsel have considered the uncertainty and risk of further litigation and the potential outcome. (*Id.*, ¶ 16.) On July 13, 2022, the Parties engaged in a full-day voluntary mediation with the experienced wage and hour class action mediator the Honorable Carl J. West. (*Id.*, ¶ 7.) Although the Parties were unable to resolve the dispute immediately at the mediation session, the Parties continued discussions with the assistance of Judge West and ultimately reached the Agreement currently before the Court. (*Id.*, ¶¶ 8-9.)

The Parties engaged in a significant amount of research and investigation, including formal and informal discovery. In lieu of responding to formal discovery, the Parties agreed to attend mediation and directed their efforts towards preparing for a fruitful mediation, including an information exchange prior to mediation. (*Id.*, ¶ 18.) Defendant produced hundreds of pages containing tens of thousands of lines of data, including numerous spreadsheets containing payroll, timekeeping, and mileage data for the putative class. (*Ibid.*) Counsel attests that the

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substantial exchange of information was sufficient to permit the parties to realistically assess the strengths and weaknesses of their claims and defenses and allowed them to conduct an informed mediation and reasonable settlement negotiations in good faith. (*Ibid.*) Counsel used this information to create a comprehensive damages and potential liability model for each of the asserted claims, described below, with the assistance of an expert. (*Id.*, ¶ 18(c).) Counsel estimated that if the claims were entirely successful at trial, Defendant did not prevail on any defenses, and all PAGA penalties sought were awarded, Plaintiff and the Class would be awarded approximately \$1.8 million. (*Id.*, ¶ 41.) Of this amount, Plaintiff estimated \$838,575 in unreimbursed expenses. Plaintiff's estimates are based upon the following figures at mediation: 5,634,837.08 miles driven by Class Members during the Class Period, a required average IRS reimbursement rate of \$0.575 per mile driven throughout the Class Period, 310 Class Members, and \$2,586,456.74 in mileage reimbursements already paid to Class Members by Defendant. (*Ibid.*) Plaintiff estimated \$881,200 in PAGA penalties, based on 8,812 violations and a \$100 penalty. (*Ibid.*)

However, Plaintiff recognizes that the majority of the maximum exposure figure is discretionary PAGA penalties. (Hawkins Decl., ¶ 41.) Plaintiff also recognized the considerable risk associated with class certification. (*Id.*, ¶ 42.) While Plaintiff contended that Defendant failed to reimburse employees for necessary expenses, Defendant argued that it had reimbursed its employees for nearly 80% of mileage expenses based on the IRS rates, and that it would be able to prove at trial that its employees incurred lower mileage expenses on account of having fuel efficient vehicles and low maintenance expenses. (*Id.*, ¶ 43.) Plaintiff's allegations under PAGA are substantially similar to those brought in the Class Action and Defendant's defenses are accordingly substantially similar. While Plaintiff believes that it is possible to recover the subsequent violation rate for penalties and that stacking is permissible, Plaintiff also understands the inherent risks should the Court not exercise its discretion to grant any PAGA penalties, in addition to potential issues on the merits, trial manageability, and the possibility that the Court accepts Defendant's arguments and does not permit stacking of penalties or permit the use of the subsequent violation rates when providing penalties. Plaintiff also understands that the bar for establishing knowing and intentional violations of the Labor Code may not be easily met under the circumstances. (*Id.*, ¶¶ 44-45.) The GSA of \$425,000 is approximately 52.2% of the Defendant's realistic exposure exclusive of PAGA, and approximately 23.6% of the exposure including PAGA. (*Id.*, ¶¶ 43, 46.)

Counsel attests to their extensive experience in this type of litigation. (Hawkins Decl., ¶¶ 37, 56, 71.) Counsel attests that in his belief, the Settlement is a fair, adequate, and reasonable settlement, and it is in the best interests of the Class Members. (*Id.*, ¶¶ 11, 16, 17). Based on the foregoing, the Court preliminarily finds, subject to the final fairness hearing, that the Settlement is within the ballpark of reasonableness and is entitled to a presumption of fairness and that all relevant factors presently support preliminary approval.

PAGA Payment

The Agreement provides for a PAGA Payment of \$15,000 to resolve claims under PAGA. 75% of that payment will go to the LWDA (\$11,250) and 25% to the Aggrieved Employees (\$3,750). (SA, ¶¶ 4C(6), 6.) The Agreement defines "PAGA Aggrieved Employees" as "all persons who

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are or were employed by Defendant as non-exempt employees and all exempt employees who submitted for mileage reimbursement in California within the PAGA Period.” (*Id.*, p. 1.) The “PAGA Period” is August 28, 2019 through December 15, 2022. (*Ibid.*) As described above, the Aggrieved Employees are subject to a separate release tied to the factual allegations in the PAGA Notice. (*Id.*, ¶ 2.B.) The Agreement and the Class Notice make clear that Aggrieved Employees cannot opt out of the PAGA portion of the Settlement. (SA, ¶ 2.B; Notice, pp. 2, 5.)

As discussed above, Plaintiff estimated Defendant’s maximum PAGA penalties exposure to be \$881,200. (Hawkins Decl., ¶ 41.) However, Plaintiff considered Defendant’s arguments, defenses, and the Court’s wide discretion to reduce PAGA penalties. (*Id.*, ¶¶ 43-46.) The \$15,000 PAGA allocation represents approximately 1.7% of Defendant’s maximum exposure and approximately 3.5% of the GSA. The Court finds this allocation reasonable under the circumstances and it is preliminarily approved.

Proposed Class Notice

The notice to Class Members must fairly apprise the prospective members of the terms of the settlement without expressing an opinion on the merits of the settlement. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1164; see also Cal. Rule of Court, Rule 3.769.) “Whether a claimant would want to accept or reject the proposed settlement is a decision to be made by him independently and without influence or pressure from those competing parties who either favor or oppose the settlement.” (*Phila. Hous. Auth. v. Am. Radiator & Std. Sanitary Corp.* (E.D. Pa. 1970) 323 F.Supp. 364, 378.) Here, the Court finds Plaintiff’s proposed notice fairly apprises the Class Members of the terms of the proposed settlement and their rights as prospective Class Members, with one revision. The Class Notice includes the following sentence: “Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees.” (Notice, p. 3.) The Court finds this language unnecessary and it may improperly discourage class members from objecting to the settlement and, therefore, it should be removed. With that revision, the Class Notice is preliminarily approved.

Class Counsel Fees and Costs

Plaintiff argues that Counsel “will request a Class Counsel Award for reasonable attorneys’ fees, costs and expenses incurred in connection with the litigation. Class Counsel will request attorneys’ fees up one-third or 33 1/3% of the GSA equal to \$141,666.67 (Settlement ¶ 7.; see Hawkins Decl. ¶¶ 57-61 (setting forth a preliminary justification for the Class Counsel Fees Payment) and litigation costs up to \$18,000. (Settlement ¶ 7.)” (Mot., p. 7:20-24.) Counsel provides some additional context in his declaration, attesting that the requested award is fair and reasonable in light of the substantial time and effort Counsel expended in achieving the Settlement. (Hawkins Decl., ¶ 59.)

Although this argument is cursory, the proposed attorneys’ fees award is preliminarily approved. The Court expects Counsel to expand its arguments and support with respect to this amount.

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including by providing information necessary to perform a lodestar analysis. (See *In re Activision Sec. Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1379; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 & fn. 13.; *Martin v. Ameripride Servs.* (S.D. Cal. June 9, 2011), 2011 WL 2313604 at *22 (collecting cases); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal 2010) 266 F.R.D. 482, 491 (same); see also *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 & n.11.)

The Court also preliminarily approves the Agreement's \$18,000 allocation for costs and litigation expenses with the expectation that Class Counsel will provide a declaration, in moving for final approval, that shows actual costs.

Settlement Administrator

Phoenix Settlement Administration Solutions is appointed by the Court to act as the Settlement Administrator. (SA, ¶ 4.C(2), 9.) The maximum allocation of \$9,750 for the cost of administration is reasonable and preliminarily approved. (*Ibid.*)

Class Representative Enhancement Payment

The Agreement provides for an enhancement payment to Plaintiff of up to \$10,000 in exchange for his time and risk in prosecuting this case, his service to the Class, and in exchange for a general release. (SA, ¶¶ 4.C(3), 8.) Counsel attests that Plaintiff was extensively involved in the prosecution of this action, including by providing extensive supporting documents and knowledge, conducting extensive record review and consultation, assisting in preparing for mediation, and making himself available during mediation. (Hawkins Decl., ¶ 48.) The Court preliminarily approves the requested enhancement payment. In moving for final approval, the Court expects Plaintiff – not his counsel – to file a declaration attesting to the nature of his individual participation in this case, including a description of his specific actions and an estimate of time he committed to prosecution of the case. (See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.)

Final Approval Hearing

Plaintiff is directed to provide a copy of Plaintiff's notice to the LWDA, evidence that Plaintiff submitted the settlement to the LWDA, and a revised Class Notice, as discussed above. Plaintiff shall also provide a redline copy of the Class Notice. The Court will then sign the proposed order submitted with Plaintiff's moving papers.

The Court will again review and consider the terms of this settlement at the time of the final approval hearing.

Hearing on Motion for Final Approval of Settlement is scheduled for 01/26/2024 at 09:00 AM in Department 28 at Gordon D. Schaber Superior Court.

If either party is unavailable on **January 26, 2024 at 9:00 a.m.**, the parties shall meet and confer

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to identify three other Fridays at 9:00 a.m. that work for the parties to schedule the hearing. They shall then submit those dates to the Court via email at Dept28@saccourt.ca.gov, and the Court will reschedule the hearing accordingly

The briefing shall be filed in conformity with Code of Civil Procedure section 1005.

To request oral argument on this matter, you must call Department 28 at (916) 874-6695 by 4:00 p.m. the court day before this hearing and notify the opposing party/counsel of oral argument. If no call is made, the tentative ruling becomes the order of the court. (Local Rule 1.06.)

Parties requesting services of a court reporter will need to arrange for private court reporter services at their own expense, pursuant to Government Code §68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-6a.pdf>. Parties may contact Court-Approved Official Reporters Pro Tempore by utilizing the list of Court Approved Official Reporters Pro Tempore available at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf>

*If you are not using a reporter from the Court's Approved Official Reporter Pro Tempore list, a Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) must be signed by each party, the private court reporter, and the Judge. **The signed form must be filed with the clerk prior to the hearing.***

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a Request for Court Reporter by a Party with a Fee Waiver (CV/E-211). The form must be filed with the clerk at least 10 days prior to the hearing or at the time the hearing is scheduled if less than 10 days away. Once approved, the clerk will forward the form to the Court Reporter's Office and an official reporter will be provided.

If oral argument is requested, the Parties are encouraged to appear via Zoom with the links below:

To join by Zoom link - <https://saccourt-ca-gov.zoomgov.com/my/sscdept28>

To join by phone dial (833) 568-8864 ID 16039062174

Counsel for Plaintiff is directed to notice all parties of this order.

Please note that the Complex Civil Case Department now provides information to assist you in managing your complex case on the Court website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>. The Court strongly encourages parties to review this website regularly to stay abreast of the most recent complex civil case procedures. Please refer to the website before directly contacting the Court Clerk for information.

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TENTATIVE RULING:

NO APPEARANCE REQUIRED.

FURTHER CONFERENCE

A Case Management Conference is scheduled for 01/26/2024 at 09:00 AM in Department 28.

/s/ V. Aleman

By: V. Aleman, Deputy Clerk

Minutes of: 08/18/2023
Entered on: 08/18/2023