1. MEDINA, ET AL. v. THE CITY OF SOUTH LAKE TAHOE, 25CV0146

Demurrer

Pursuant to Code of Civil Procedure section 430.10, subdivision (e), defendant City of South Lake Tahoe (the "City" or "defendant") generally demurs to plaintiffs Carlos Medina's and Sandra Medina's third amended complaint ("TAC") on the grounds that it fails to state a claim for relief. Defense counsel declares he met and conferred with plaintiffs' counsel telephonically before filing the instant demurrer, in compliance with Code of Civil Procedure section 430.41, subdivision (a). (Bardzell Decl., ¶ 12.)

Plaintiffs filed a timely opposition. Defendant filed a timely reply.

1. Request for Judicial Notice

Pursuant to Evidence Code section 452, subdivisions (c), (g), and (h), the court grants defendant's request for judicial notice of Exhibit A (Mr. Medina's liability claim form submitted to the City), Exhibit B (Mrs. Medina's liability claim form submitted to the City),[1] Exhibit C (the City's rejection letter to Mr. Medina), Exhibit D (the City's rejection letter to Mrs. Medina), Exhibit E (recorded grant deed), Exhibit F (El Dorado County Office of the Assessor's Property Information for 3339 Lake Tahoe Boulevard); Exhibit G (recorded Recreational Multi-Use Trail Easement), and Exhibit I (El Dorado County Office of the Assessor's Property Information for 3383 Lake Tahoe Boulevard).

The court denies defendant's request for judicial notice of Exhibit H (*unrecorded* Grant of Drainage Easement).

On October 3, 2025, defendant submitted a separate request for judicial notice of "Exhibit A" (*recorded* Grant of Drainage Easement). Although the recorded Grant of Drainage Easement is judicially noticeable material under Evidence Code section 452, subdivision (c), the court denies this particular request because it was submitted on October 3, 2025, with defendant's reply papers. (See *Jay v. Mahaffey* (2013) 218

[1] Judicial notice of Exhibits A and B is granted for the sole purpose of showing what notice plaintiffs gave the City related to the content of their government claims.

Cal.App.4th 1522, 1537 [“The general rule of motion practice … is that new evidence is not permitted with reply papers.”].)

2. Background

This is a personal injury action arising from a motorized scooter incident that occurred on June 8, 2024, at or near the property located at 3339 Lake Tahoe Boulevard. Plaintiffs allege an unsafe concrete obstruction caused Carlos Medina’s scooter to crash. (TAC, ¶ 1.) As a result, Mr. Medina suffered severe injuries, including a broken right arm. (TAC, ¶ 1.)

The “unsafe concrete obstruction … was located on or near property occupied, leased, used, regulated, controlled, managed, maintained, operated, supervised, repaired, and/or possessed by THE CITY and DOES 2 through 100 inclusive.” (TAC, ¶ 13.)

Mr. Medina’s wife, Sandra Medina, witnessed and aurally perceived the incident; she claims she suffered emotional distress as a result. (TAC, ¶¶ 5, 15.) She also brings a derivative loss of consortium claim. (TAC, ¶ 16.)

On September 11, 2024, plaintiffs each presented defendant with a timely government claim (see Gov. Code, § 911.2, subd. (a) [requiring a claim on an “injury to person” to be presented no later than six months after accrual of the cause of action]). (TAC, ¶ 9.) Both plaintiffs’ liability claim forms submitted to the City state the incident occurred at 3339 Lake Tahoe Boulevard. (Def.’s RJN, Exs. A & B.) In response to the question, “How did the damage or injury occur?” both plaintiffs’ state: “A dangerous condition in the form of an unsafe concrete obstruction caused Carlos Medina to suffer harm.” (Def.’s RJN, Exs. A & B.)

3. Evidentiary Objections

Defendant objects to the declaration of Howard J. Knapp (counsel for plaintiffs) in support of plaintiffs’ opposition to the instant demurrer, as well as Exhibit A attached to said declaration.

Paragraph 3 of Mr. Knapps' declaration states: "On August 12, 2024, I corresponded with Jamie Shepherd, Deputy Attorney General, who represents Defendant State of California in this case. Mr. Shepherd informed me that THE CITY apparently recently painted the white striping on the dangerous condition alleged in Plaintiffs' Third Amended Complaint. Plaintiffs specifically alleged that THE CITY failed to maintain the white striping on the dangerous condition in their Third Amended Complaint. Attached hereto as Exhibit 'A' is a true and correct copy of excerpts from this email correspondence." (Knapp Decl., ¶ 3.)

The court sustains the objection on relevance and hearsay grounds. A demurrer can be used only to challenge defects that appear on the face of the pleading under attack, or from matters outside the pleading that are judicially noticeable. (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318; *Donabedian v. Mercury Ins.* (2004) 116 Cal.App.4th 968, 994.) Mr. Knapp's declaration, as well as Exhibit A, are matters outside of the TAC which are not judicially noticeable.

4. Legal Principles

"[A] demurrer challenges only the legal sufficiency of the complaint, not the truth or the accuracy of its factual allegations or the plaintiff's ability to prove those allegations." (*Amarel v. Connell* (1998) 202 Cal.App.3d 137, 140.) A demurrer is directed at the face of the complaint and to matters subject to judicial notice. (Code Civ. Proc., § 430.30, subd. (a).) All properly pleaded allegations of fact in the complaint are accepted as true, however improbable they may be, but not the contentions, deductions or conclusions of facts or law. (*Blank*, *supra*, 39 Cal.3d at p. 318; *Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604.) A judge gives "the complaint a reasonable interpretation, reading it as a whole and its parts in their context." (*Blank*, *supra*, at p. 318.)

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5. Discussion

Defendant's demurrer raises the following arguments: (1) plaintiffs' entire TAC fails because plaintiffs failed to submit a sufficient government claim with the City as required under Government Code sections 905 and 945.4; (2) the cause of action for dangerous condition of public property fails to include factual allegations that, if true, would establish the existence of a dangerous condition; and (3) the causes of action for negligence, negligent infliction of emotional distress ("NIED"), and loss of consortium each fail because they do not set forth a viable statutory basis for liability against the City as required under Government Code section 815.

In opposition, plaintiffs argue: (1) defendant's demurrer raises arguments that could and should have been raised in its previous demurrer to plaintiffs' second amended complaint; (2) the issue of plaintiffs' compliance with the claim presentation requirement under Government Code section 905, et seq. should not be relitigated; (3) defendant has waived the right to assert plaintiffs' noncompliance with the presentation requirement as an affirmative defense where defendant failed to advise plaintiffs of the alleged deficiencies in their liability claim form (instead, defendant sent plaintiffs a boilerplate denial letter); and (4) plaintiffs' liability claim forms were sufficient.

5.1. Plaintiffs' Presentation of Government Claim

The Government Claims Act "requires that 'all claims for money or damages against local public entities' be presented to the responsible public entity before a lawsuit is filed." (*City of Stockton v. Superior Court* (2007) 42 Cal.4th 730, 734 (2007) [quoting Gov. Code, § 905].) If a plaintiff fails to timely present a claim to the public entity, he or she may not bring a lawsuit against that entity. (See Gov. Code, §§ 945.4, 911.2; *City of Stockton*, *supra*, 42 Cal.4th at p. 734 ["Failure to present a timely claim bars suit against the entity."].)

"Where a claimant has attempted to comply with the claim requirements but the claim is deficient in some way, the doctrine of substantial compliance may validate the claim 'if it substantially complies with all of the statutory requirements … even though it is technically deficient in one or more particulars.' " (*Connelly v. County of Fresno* (2006) 146 Cal.App.4th 29, 38.) "The test for substantial compliance is whether the face of the filed claim discloses sufficient information to enable the public entity to make an adequate investigation of the claim's merits and settle it without the expense of litigation." (*Ibid.*)

In this case, the City claims plaintiffs' liability forms failed to identify with specificity: (1) the incident location, (2) the circumstances of the occurrence which give rise to plaintiffs' claims, and (3) a general description of the injuries suffered by Mr. Medina. (Dem. at 4:25–28.) The court rejects defendant's arguments and finds that plaintiffs substantially complied with the presentation requirement. Plaintiffs submitted individual liability claim forms to the City stating "[a] dangerous condition in the form of an unsafe concrete obstruction caused Carlos Medina to suffer harm;" the incident occurred at 3339 Lake Tahoe Boulevard. (Def.'s RJN, Exs. A & B.) This information was sufficient to enable the City to adequately investigate plaintiffs' claims and settle them.

Defendant also argues the judicially-noticed materials show that the State of California, not the City, owns the property at 3339 Lake Tahoe Boulevard. But, ownership is not the only statutory basis for liability. (See Gov. Code, § 830, subd. (c) [" '[p]roperty of a public entity' and 'public property' mean real or personal property owned or controlled by the public entity, but do not include easements, encroachments and other property that are located on the property of the public entity but are not owned or controlled by the public entity"].) The TAC alleges that "the unsafe concrete obstruction … was located on or near property occupied, leased, used, regulated, controlled, managed, maintained, operated, supervised, repaired, and/or possessed by THE CITY and DOES 2 through 100 inclusive." (TAC, ¶ 13.) Defendant's argument that it

did control the property is an evidentiary issue. The court finds that, at the demurrer stage, plaintiffs have sufficiently alleged that the City controlled the property upon which plaintiffs allegedly sustained injury. (See *Plata v. City of San Jose* (2022) 74 Cal.App.5th 736, 834–836.)

5.2. "Dangerous Condition"

Government Code section 835 " 'sets out the exclusive conditions under which a public entity is liable for injuries caused by a dangerous condition of public property.' [Citation.]" (*Restivo v. City of Petaluma* (2025) 111 Cal.App.5th 267, 274.) To recover under Government Code section 835, a plaintiff must prove a dangerous condition existed on the property at the time of the injury. (Gov. Code, § 835, subds. (a), (b); *Tansavatdi v. City of Rancho Palos Verdes* (2023) 14 Cal.5th 639, 653.) Government Code section 830 defines dangerous condition as "a condition of property that creates a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used." (Gov. Code, § 830, subd. (a).) "A condition is not a dangerous condition within the meaning of this chapter if the trial or appellate court, viewing the evidence most favorably to the plaintiff, determines as a matter of law that the risk created by the condition was of such a minor, trivial or insignificant nature in view of the surrounding circumstances that no reasonable person would conclude that the condition created a substantial risk of injury when such property or adjacent property was used with due care in a manner in which it was reasonably foreseeable that it would be used." (Gov. Code, § 830.2.)

Here, the TAC alleges the dangerous condition is a concrete obstruction. At this stage in the litigation, the court cannot say, as a matter of law, that the alleged concrete obstruction is not a dangerous condition. The demurrer to the cause of action for dangerous condition on public property is overruled.

5.3. Statutory Basis for Liability

Under the Government Claims Act, a tort action cannot be maintained against a government entity unless the claim is premised on a statute providing for that liability. (See Gov. Code, § 815.) Defendant argues that plaintiffs' claims for negligence, NIED, and loss of consortium each fail because the TAC does not identify a valid statutory basis for liability against the city. The court agrees with respect to the negligence and NIED claims. The demurrer to these causes of action is sustained without leave to amend. However, Mrs. Medina's loss of consortium claim is dependent on the dangerous condition on public property claim (see *LeFiell Manufacturing Co. v. Superior Court* (2012) 55 Cal.4th 275, 284–285), which is premised on Government Code section 835. Therefore, there is a valid statutory basis for Mrs. Medina's loss of consortium claim and the demurrer is overruled on this ground.

TENTATIVE RULING # 1: THE DEMURRER TO THE FIRST CAUSE OF ACTION FOR DANGEROUS CONDITION OF PUBLIC PROPERTY AND THE FOURTH CAUSE OF ACTION FOR LOSS OF CONSORTIUM IS OVERRULED. THE DEMURRER TO THE SECOND CAUSE OF ACTION FOR NEGLIGENCE AND THE THIRD CAUSE OF ACTION FOR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS IS SUSTAINED WITHOUT LEAVE TO AMEND. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

2. SEDANO, ET AL. v. MAND, 23CV0691

Motion for Preliminary Approval of Class Action Settlement

In this putative class action, plaintiffs Tatiana Ramirez and Andrei Stoica (collectively, "plaintiffs") move for preliminary approval of their pre-certification settlement with defendant Kuldeep Singh Mand ("defendant"). As part of their motion, plaintiffs request the court to conditionally certify the proposed class for settlement purposes only.

No opposition was filed.

1. Background

Defendant owns and operates the Quality Inn and Econo Lodge hotels in South Lake Tahoe, California.

Plaintiff Ramirez was employed in housekeeping at the Quality Inn and was sent to clean other apartments owned by defendant in South Lake Tahoe. Plaintiff Stoica was employed at the Econo Lodge as a front desk attendant beginning in 2017 and was sent to work at the Quality Inn for a brief time, as well as other properties owned by defendant in the area.

The operative complaint is the fifth amended complaint ("5AC"), which alleges causes of action for: (1) failure to pay wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or wages in lieu thereof; (4) failure to provide rest breaks or wages in lieu thereof; (5) waiting time penalties; (6) failure to provide accurate wage statements; (7) reimbursement of expenses; (8) violation of the Unfair Competition Law; and (9) civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Labor Code section 2699, et seq.

The 5AC seeks to certify a class defined as: "All non-exempt hourly employees who work or have worked for Defendants within the State of California during the period starting within four years from the filing of the original complaint, through final disposition of this action." (5AC, ¶ 22.) The original complaint was filed on May 5, 2023; thus, the proposed class period begins May 5, 2019.

The parties conducted written discovery (as well as some voluntary document production) and, in December 2024, attended mediation with Lynne Basis. The parties were unable to reach a settlement agreement during mediation, but later resolved the matter after further negotiations. The proposed settlement provides for a non-reversionary settlement fund of $800,000 for approximately 55 putative class members (note: the Proposed Class Notice Packet indicates there are approximately 44 class members).

The settlement provides for service awards to the named plaintiffs of up to $30,000 each in addition to their respective settlement share. Class counsel will seek up to 33 and 1/3 percent of the Gross Settlement Award for their reasonable attorney fees, as well as up to $15,000 for their reasonable litigation expenses.

The settlement administration costs are estimated not to exceed $4,000 to $6,000. Defendant shall pay $10,000 to settle the PAGA claim, with 65 percent of the PAGA payment to be paid to the California Labor and Workforce Development Agency ("LWDA").

"The Net Settlement Amount will be allocated and distributed to all participating Class Members based on the proportion of workweeks each participating Class Member worked for Defendants during the Class Period compared to all other participating Class Members with the exception that Class Members who were 'Front Desk' workers will have their workweeks count as double. Payments to Participating Class Members will be calculated by assigning a certain dollar value to each workweek the Class Members worked during the class Period. The dollar value of each workweek will be calculated by dividing the aggregate value of the Net Settlement Amount by the total number of workweeks worked during the Class Period by the Class Members who do not submit valid Requests for Exclusion. Partial weeks will be rounded up to the nearest full week. A Class Member who does not submit a valid and signed Request for Exclusion will receive a Settlement Share determined by multiplying their number of workweeks during the

Class Period by the dollar value of each workweek." The rationale behind allocating more of the net settlement to the front desk employees is that these employees were scheduled to cover the front desk for up to 72 hours straight and Plaintiffs allege that they were not paid for all their hours worked. Plaintiffs further allege that Defendant did not maintain record of these shifts, with employees being instructed to record their normal hours, approximately 8 to 12, but not the other time during which they were on-duty and required to be at the ready to help guests and respond to calls. Plaintiffs estimate that the amount of unpaid overtime, primarily double-time pay required for a shift that starts on day one and continues through day three, is substantial. These events occurred every few months and add a substantial amount to the overtime liability to which defendant is exposed.

Fifty percent of each settlement share will be treated as a payment in settlement of the class members' claims for alleged statutory and civil penalties and interest. This portion is deemed the "Non-Wage Portion" from which no tax deductions will be made. The other 50 percent of each settlement share will be treated as payment in settlement of the class members' claims for unpaid wages. This "Wage Portion" will be reduced by applicable payroll tax withholding and deductions, and the settlement administrator will issue to each class member a Form W-2 with respect to the Wage Portion. Defendant shall pay the required employer payroll contributions on the Wage Portion separately from the Gross Settlement Amount.

If one or more class members fail to cash the check for their settlement share within 90 days after it is mailed to their last known address, and if the aggregate funds represented by the uncashed checks totals $5,000 or more, such remaining funds will be redistributed to each participating class member who cashed or deposited their original check, applying the same method as used in calculating their respective initial settlement share. If the aggregate funds represented by the uncashed checks total less

than $5,000, or any funds remain after a second distribution, they will be donated to Centro de Legal de la Raza as a *cy pres* distribution.

2. Legal Principles

To protect the interests of absent class members, class action settlements must be reviewed and approved by the court. (*Duran v. Obesity Research Institute, LLC* (2016) 1 Cal.App.5th 635, 646 ["The [trial] court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement"].)

California follows a two-stage procedure for court approval: First, the court reviews the form of the terms of the settlement and form of settlement notice to the class and provides or denies preliminary approval; and later, the court considers objections by class members and grants or denies final approval. (Cal Rules of Ct., R. 3.769.) If the court grants preliminary approval, its order must include the time, date, and place of the final approval hearing; the notice to be given to the class; and any other matters deemed necessary for the proper conduct of a settlement hearing. (Cal. Rules of Ct., rule 3.769, subd. (e).)

Any party to a settlement agreement may submit a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion. (Cal. Rules of Ct., rule 3.769, subd. (c).)

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "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 state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction … to the proposed settlement." (*Ibid.*)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of Univ. of Cal.* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*Cal. State Auto. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

Under PAGA, plaintiffs seek civil penalties that would otherwise be recoverable by the LWDA. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 382.) Any monetary penalties assessed against the defendant are split between the LWDA and aggrieved employees, with a certain percentage going to the LWDA[2] (note: the court needs confirmation of when the PAGA notice was submitted to the LWDA; it appears the PAGA notice was submitted before June 19, 2024, as plaintiffs' motion indicates 65 percent of the $10,000 PAGA award will go to the LWDA). Representative litigants must submit any settlement of a PAGA representative action for court approval. (Lab. Code, § 2699, subd. (s)(2).)

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[2] The law has recently changed such that, for PAGA notices filed on or after June 19, 2024, 65 percent of the recovered penalties go to the LWDA and 35 percent to the aggrieved employees. (Lab. Code, § 2699, subd. (m).) For PAGA notices filed before June 19, 2024, 75 percent of the recovered penalties go to the LWDA and 25 percent to the aggrieved employees. (Lab. Code, § 2699, subd. (v)(1).)

3. Discussion

3.1. Conditional Certification of Proposed Class for Settlement Purposes Only

Before the court may approve a class action settlement, the settlement class must satisfy the normal prerequisites for a class action. (See *Amchem Products, Inc. v. Windsor* (1997) 521 U.S. 591, 625–627.)

The 5AC seeks to certify a class defined as: "All non-exempt hourly employees who work or have worked for Defendants within the State of California during the period starting within four years from the filing of the original complaint, through final disposition of this action." (5AC, ¶ 22.) The original complaint was filed on May 5, 2023; thus, the proposed class period begins May 5, 2019.

Defense counsel did not formally stipulate to conditional certification of the proposed settlement class for settlement purposes; but, it also does not raise any objection.

The court finds that the proposed settlement class is sufficiently numerous and ascertainable to warrant certification for the purpose of approving settlement.

3.2. The Settlement Agreement and Proposed Class Notice Packet

The court notices several issues in the parties' settlement agreement and Proposed Class Notice Packet, including:

3.2.1. Whereas the instant motion indicates that the maximum amount of administration costs is $4,000 (see Mtn. at 14:16–17), the settlement agreement indicates that the maximum amount of administration costs is $6,000. (Sutton Decl., Ex. 1 at Sec. II.C.3.) The Proposed Class Notice Packet does not identify any numerical value for the estimated administration costs.

3.2.2. Whereas the settlement agreement indicates plaintiffs' counsel will seek attorney fees up to $266,666.67 (Sutton Decl., Ex. 1 at Sec. II.C.2), the Proposed Class Notice Packet indicates $266,666.40 (Sutton Decl., Ex. 2 at p. 9).

3.2.3. Section II.D.1 of the settlement agreement states: "Seventy-five percent (65%)…or no less than sixteen thousand two hundred and fifty dollars ($6,500.00)…." (Sutton Decl., Ex. 1 at Sec. II.D.1.)

3.2.4. Section II.D.2 of the settlement agreement states: "[N]o less than eight thousand seven hundred and fifty dollars ("$3,500.00)…." (Sutton Decl., Ex. 1 at Sec. II.D.2.)

3.2.5. The settlement agreement does not quote Civil Code section 1542 verbatim. (Sutton Decl., Ex. 1 at Sec. II.Q.1–2.)

3.2.6. The settlement agreement states, "In the event that final approval of this Settlement does not occur for any reason, … all litigation deadlines shall be deemed to have been tolled as of the date of execution of the Settlement." (Sutton Decl., Ex. 1 at Sec. II.R.1.) The court needs the parties to submit legal authority that authorizes said tolling.

3.2.7. The settlement agreement refers to mediator David Lowe, who does not appear to have participated in this case. (Sutton Decl., Ex. 1 at Sec. II.R.13.)

3.2.8. The first page of the Proposed Class Notice Packet incorrectly states that said notice is authorized by the Superior Court of Kern County. (Sutton Decl., Ex. 2 at p. 1.)

3.2.9. Whereas the motion indicates there are approximately 55 class members (see Mtn. at 1:5–7), the Proposed Class Notice Packet indicates there are approximately 44 class members. (Sutton Decl., Ex. 2 at p. 5.)

3.2.10. The Proposed Class Notice Packet states: "Payments will only be made if the Court approves the settlement." (Sutton Decl., Ex. 2 at p. 5.) However, it is more accurate to state that "*settlement* payments will only be made if the Court approves the settlement."

3.2.11. The Proposed Class Notice Packet defines the proposed settlement class as follows: "If you worked for worked for [sic] Kuldeep Singh Mand at his hotels *in El Dorado County* as an hourly paid, non-exempt worker within the State of California at any time from May 5, 2019 to [date of preliminary approval], you are part of this settlement." (Sutton Decl., Ex. 2 at pp. 4 & 6 [emphasis added].) However, the proposed settlement class in the settlement agreement is slightly broader: " 'Class' means all persons employed by Defendant as non-exempt employees during the Settlement Period *in the State of California*, who have not executed a release and/or settlement for the same claims released herein. It shall be an opt-out class. The Settlement Class Period shall be from May 5, 2019 through the date of preliminary approval." (Sutton Decl., Ex. 1 at Sec. I.B [emphasis added].)

3.2.12. The Proposed Class Notice Packet does not include the correct court address, which is 1354 Johson Boulevard, South Lake Tahoe, California, 96150. (Sutton Decl., Ex. 2 at pp. 5, 11, & 12.)

3.2.13. Whereas the settlement agreement refers to uncashed checks totaling $5,000 or more (Sutton Decl., Ex. 1 at Sec. II.N), the Proposed Class Notice Packet refers to uncashed checks totaling $10,000 or more. (Sutton Decl., Ex. 2 at p. 6.)

3.2.14. The Proposed Class Notice Packet states, "… two thousand five hundred dollars ($10,000)…." (Sutton Decl., Ex. 2 at p. 6.)

3.2.15. The Proposed Class Notice Packet discusses the class member's "options" in two different sections of the document. On Page 1, there is a chart that outlines three options: (1) Do Nothing and Receive Money Under the Settlement; (2) Opt Out; and (3) Object. On Page 7, however, it confusingly states, "You have four options. You can do nothing, stay in the

settlement and receive money, you can opt out of the settlement, or you can object to the settlement." (Sutton Decl., Ex. 2 at pp. 1 & 7.)

3.2.16. The Proposed Class Notice Packet instructs objectors to send any objection to the settlement administrator or appear at the final approval hearing, without mentioning that the objector also has the option of filing their objection directly with the court. (Sutton Decl., Ex. 2 at p. 10.)

3.2.17. The Proposed Class Notice Packet confusingly refers to defendant in the singular and plural form in different sections of the document. (Sutton Decl., Ex. 2 at pp. 1, 6, 7, & 11.)

3.2.18. The Proposed Class Notice Packet does not include any information regarding the proposed distribution calculation for front desk employees (i.e., front desk employees' work weeks will count as double in calculating the employee's settlement share).

3.2.19. The proposed PAGA period is April 4, 2022, through the date of preliminary approval of the settlement. (Sutton Decl., Ex. 2 at pp. 3 & 7.) However, a PAGA action is subject to a one-year statute of limitations. (*Brown v. Ralphs Grocery Co.* (2018) 28 Cal.App.5th 824, 939, citing Code Civ. Proc., § 340, subd. (a).) Here, the original complaint was filed on May 5, 2023. Thus, it appears that the applicable PAGA period should be May 5, 2022, through the date of preliminary approval of the settlement.

The court also has concerns regarding the fairness of the method of distribution to front desk employees, whose workweeks will count as double under the terms of the settlement agreement. Notably, the Proposed Class Notice Packet makes no mention of this issue for the proposed class members to consider. The motion claims that the reason for the multiplier is that front desk employees were scheduled to cover the front desk for up to 72 hours straight and Plaintiffs allege that they were not paid for all their hours worked. Based on the current information available to the court, however, it is

unclear whether this proposed method of distribution is fair to the employees who did not work at the front desk, as the 5AC alleges they, too, were not paid for all hours worked. The court does not have information regarding the number of hours allegedly unpaid to front desk employees versus other employees; or how many estimated front desk employees there are in the proposed class.

TENTATIVE RULING # 2: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, OCTOBER 10, 2025, IN DEPARTMENT FOUR.

3. MATTER OF CARRELL & MARTINEZ-ANGENETE, 25CV1571

OSC Re: Name Change

Tamara Harrison brings this petition to change the names of two minor children under her legal guardianship. The petition states the mother of the children is deceased. (Petn., ¶ 7(c).) The petition identifies the name of each child's father, but when asked for their addresses, the petitioner states, "deceased" and "unknown," respectively.

On September 19, 2025, the court continued the matter to allow petitioner additional time to serve both fathers and file a proof of service and/or declaration of due diligence.

To date, there is still no proof of service or declaration of due diligence for either father in the court's file.

TENTATIVE RULING # 3: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, OCTOBER 10, 2025, IN DEPARTMENT FOUR.

4. JPMORGAN CHASE BANK N.A. v. BETANCOURT, 25CV1085

Motion to Quash

Pursuant to Code of Civil Procedure section 418.10, defendant Jake Betancourt ("defendant") moves to quash service of the summons and complaint on the grounds that he was not properly served, either personally or via substitute service (defendant claims plaintiff's process server left the summons on defendant's doorstep after being informed defendant was not home at the time). A hearing on the motion was originally set for August 15, 2025. Before the hearing, the court issued a tentative ruling indicating there was no proof of service for the motion in the court's file. On August 15, 2025, defendant presented in open court (and filed later that day) proof of service showing the motion was served on plaintiff via mail on July 30, 2025. The court, on its own motion, continued the matter to October 10, 2025, to allow plaintiff an opportunity to respond.

To date, plaintiff has filed no opposition.

"When a defendant challenges [the court's personal jurisdiction over defendant] by bringing a motion to quash, the burden is on the plaintiff to prove the existence of jurisdiction by proving, inter alia, the facts requisite to an effective service. [Citations.]" (*Dill v. Berquist Construction Co.* (1994) 24 Cal.App.4th 1426, 1439–1440.)

In this case, plaintiff has failed to meet its burden. The motion is granted.

TENTATIVE RULING # 4: THE MOTION TO QUASH IS GRANTED. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO APPEAR MUST BE MADE BY

TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.

5. MATTER OF QUINTANILLA, 25CV1861

OSC Re: Name Change

Pending is a petition to change the name of a minor filed by his legal guardian, the minor's maternal grandmother. At the hearing on September 12, 2025, the court noted that both parents are living and there was no proof of service or proof of the parents' consent in the court's file. The court continued the matter to October 10, 2025, to allow petitioner additional time to properly serve both parents and/or obtain their written consent. To date, there is still no written consent from either parent in the court's file.

Proof of service filed September 25, 2025, shows the "change of name" was served upon the father (who is currently incarcerated) by mail on September 23, 2025, and personally served upon the mother on September 24, 2025. However, it is unclear exactly which papers were served upon the parents (the petition for name change does not include the hearing time and date; that information is generally listed on the order to show cause and now, the hearing on the order to show cause has been continued to a different date). Additionally, 30 days' notice is required. (Code Civ. Proc., § 1277, subd. (a)(4).)

Under Paragraph 7(c) of the petition, which asks for the reason for name change, petitioner states, "I am the grandmother of the child." Under Paragraph 7(g) of the Supplemental Attachment to Petition for Change of Name (Judicial Council form NC-110G), which asks for an explanation of why the minor is not likely to be returned to the custody of his parents, petitioner states, "[t]he mother is not interested on the raising the child so my grandchild lives with me 100% and I was granted custody by the court."

Code of Civil Procedure section 1278.5 provides: "In any proceeding pursuant to this title in which a petition has been filed to change the name of a minor, and both parents, if living, do not join in consent, the court may deny the petition in whole or in part if it finds that any portion of the proposed name change is not in the best interest of the child." (*Ibid*.)

The court notes that petitioner submitted the required proof of publication on September 5, 2025. (Code Civ. Proc., § 1277, subd. (a)(2)(A).)

TENTATIVE RULING # 5: APPEARANCES ARE REQUIRED AT 1:30 P.M., FRIDAY, OCTOBER 10, 2025, IN DEPARTMENT FOUR.

6. WELLS FARGO BANK, N.A. v. COSTA, 25CV0579

Motion for Summary Judgment

This is a credit card collection case. Pursuant to Code of Civil Procedure section 437c, plaintiff Wells Fargo Bank, N.A. ("plaintiff") moves for summary judgment against defendant Casey Costa ("defendant").

Defendant filed no opposition.

1. Background

In or around 2015, defendant applied for and was issued a credit card account with plaintiff. (Separate Stmt. of Undisputed Material Facts ("UMF") No. 1.) Pursuant to the terms of the parties' "Customer Agreement," in exchange for making charges on the credit card, or allowing others to make charges on the credit card, defendant agreed to repay plaintiff the principal amount plus any applicable interest and finance charges thereon. (UMF Nos. 4–5.) Defendant made payments on the principal and interest on the subject account up and through April 21, 2024. (UMF No. 11.) No further payment was made on the account after April 21, 2024, and a balance of $9,336.95 remains due and owing from defendant to plaintiff on the subject account. (UMF Nos. 12–13.)

2. Legal Principles

A plaintiff moving for summary judgment bears the burden to produce admissible evidence on each element of a "cause of action" entitling it to judgment. (Code Civ. Proc., § 437c, subd. (p)(1); see *Hunter v. Pacific Mechanical Corp.* (1995) 37 Cal.App.4th 1282, 1287 [disapproved on other grounds by *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826].) This means that plaintiff, who bears the burden of proof at trial by a preponderance of evidence, must produce evidence that would require a reasonable trier of fact to find any underlying material fact more likely true than not. (*Aguilar*, *supra*, 25 Cal.4th at p. 851.) "[O]therwise, he would not be entitled to judgment as a matter of law." (*Ibid.* [emphasis in original]; *LLP Mortgage v. Bizar* (2005) 126 Cal.App.4th 773, 776 [burden is on plaintiff to persuade court there is no triable issue of

material fact].) At that point, the burden shifts to the defendant "to show that a triable issue of one or more material facts exists as to that cause of action or a defense thereto." (Code Civ. Proc., § 437c, subd. (p)(1).)

3. Discussion

Plaintiff's complaint asserts a single cause of action for breach of contract.[3] The elements of a breach of contract claim are: (1) existence of a contract; (2) plaintiff's performance or excuse for nonperformance; (3) defendant's breach; and (4) the resulting damages to the plaintiff. (*Oasis West Realty*, *LLC v. Goldman* (2011) 51 Cal.4th 811, 821.)

The court finds that plaintiff has met its initial burden of showing it is entitled to judgment as a matter of law. The undisputed material facts show the parties entered into the written "Customer Agreement," plaintiff allowed defendant to incur charges on his credit card, and defendant breached the agreement by failing to repay the principal and interest, as there remains a balance due of $9,336.95 on the account.

Defendant, who filed no opposition to the motion, has failed to show any triable issue of material fact. Accordingly, the court grants plaintiff's motion for summary judgment.

TENTATIVE RULING # 6: PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT IS GRANTED. NO HEARING ON THIS MATTER WILL BE HELD (*LEWIS v. SUPERIOR COURT* (1999) 19 CAL.4TH 1232, 1247), UNLESS A NOTICE OF INTENT TO APPEAR AND REQUEST FOR ORAL ARGUMENT IS TRANSMITTED ELECTRONICALLY THROUGH THE COURT'S WEBSITE OR BY TELEPHONE TO THE COURT AT (530) 573-3042 BY 4:00 P.M. ON THE DAY THE TENTATIVE RULING IS ISSUED. NOTICE TO ALL PARTIES OF AN INTENT TO

[3] The complaint technically asserts two causes of action for breach of contract; however, the court finds plaintiff has actually alleged a single cause of action for breach of contract based on two separate theories (i.e., written contract and implied-in-fact contract).

APPEAR MUST BE MADE BY TELEPHONE OR IN PERSON. PROOF OF SERVICE OF SAID NOTICE MUST BE FILED PRIOR TO OR AT THE HEARING.