Tentative Rulings for April 24, 2025
Department 403

For any matter where an oral argument is requested and any party to the hearing desires a remote appearance, such request must be timely submitted to and approved by the hearing judge. In this department, the remote appearance will be conducted through Zoom. If approved, please provide the department's clerk a correct email address. (CRC 3.672, Fresno Sup.C. Local Rule 1.1.19)

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).) ***The above rule also applies to cases listed in this "must appear" section.***

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

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Tentative Rulings for Department 403

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(34)

Tentative Ruling

Re: ***Ung v. Broder Bros. Co.***
Superior Court Case No. 23CECG01529

Hearing Date: April 24, 2025 (Dept. 403)

Motion: by Plaintiffs for Preliminary Approval of Class Action and PAGA Settlement

If oral argument is timely requested, it will be entertained on Tuesday, April 29, 2025, at 3:30 p.m. in Department 403.

Tentative Ruling:

To deny without prejudice.

Explanation:

As an initial matter, it appears plaintiffs intend to settle both Fresno Superior Court Case Nos. 23CECG01529 and 23CECG03660 by way of the settlement agreement submitted for approval in this motion. The third case also settled between these parties is Case No. 23CECG02855 and is presently removed to federal court. Although the parties stipulated to the addition of the PAGA claims within Case No. 23CECG03660 being included in the First Amended Complaint, the two cases have not been consolidated. Representations in the Settlement Agreement that the parties intend to settle both actions within the one agreement are not sufficient to formally consolidate the claims. The parties are encouraged to stipulate to the consolidation of the two actions open if their intent is for this motion for settlement approval to apply to both actions.

1. CLASS CERTIFICATION

a. Standards

"Class certification requires proof (1) of a sufficiently numerous, ascertainable class, (2) of a well-defined community of interest, and (3) that certification will provide substantial benefits to litigants and the courts, i.e., that proceeding as a class is superior to other methods. In turn, the community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*In re Tobacco II Cases* (2009) 46 Cal. 4th 298, 313.)

b. Numerosity and Ascertainability

Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be res judicata. (*Bell v. Superior Court* (2007) 158 Cal.App.4th 147, 166.) "Whether a class is ascertainable is determined by examining (1)

the class definition, (2) the size of the class, and (3) the means available for identifying class members." (*Reyes v. Board of Supervisors* (1987) 196 Cal.App.3d 1263, 1271.)

To determine the identity of potential class members, the court will look to whether there are any objective criteria to describe them and whether they can be found without unreasonable expense or effort through business or official records. (*Lewis v. Robinson Ford Sales, Inc*. (2007) 156 Cal.App.4th 359, 369-370, citing *Daar v. Yellow Cab Co.* (1967) 67 Cal.2d 695, 706 [proposed class action of taxi cab users from 1960 to 1964 who paid by coupons identifiable where they could be identified by serial numbers which were kept manually, not in computerized form]; *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932 [plaintiff safety members denied uniform allowances, ammunition allowance, holiday pay and lump sum unused sick leave pay as factors used calculating their "final compensation," used in PERS' service retirement formula easily identifiable from PERS records].)

Here, the class members are current and former hourly, non-exempt employees who worked for defendants Broder Bros. Co. between April 21, 2019 and July 24, 2024. Class members can be ascertained from defendants' payroll and business records. The memorandum indicates the putative class consists of an estimated 1,688 members. This is sizeable enough for class treatment and the ability to identify potential members appears feasible without unreasonable expense. This number would certainly satisfy the numerosity requirement. (*Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2009) 670 F.Supp.2d 1114, 1121 ["Courts have routinely found the numerosity requirement satisfied when the class comprises 40 or more members"].) This statement, however, is not supported with evidence. Nor is there any evidence going to the means of identifying class members. The numerosity and ascertainability factors lack admissible evidence. Plaintiffs should submit a declaration from defendant attesting to the number of class members, and showing that they can be readily identified by reference to defendant's payroll or other business records.

c. Community of Interest

The community of interest factor requires consideration of three separate factors: (1) predominant common questions of law or fact; (2) class representatives whose claims are typical of the class; and (3) class representatives and counsel who can adequately represent the class. (*Brinker Restaurant Corp., supra,* 53 Cal.4th at 1021.) The community of interest requirement for certification does not mandate uniform or identical claims, but focuses on internal policies, pattern and practice in order to assess whether that common behavior toward similarly situated plaintiffs renders class certification appropriate. (*Capitol People First v. Dept. Developmental Servs.* (2007) 155 Cal.App.4th 676, 692.)

This action involves claims that defendants failed to provide meal and rest breaks, failed to pay overtime and minimum wages, failed to timely pay wages, failed to issue compliant wage statements, failed to reimburse employees for necessary business expenses, and PAGA. (Han Decl., ¶ 25.)

The First Amended Complaint alleges generic violations of the Labor Code sections at issue but includes no factual allegations of what policies or practices were in place, the business defendants were engaged in, or plaintiffs' positions within that

business. Although the issues may be common between members of the putative class, class counsel's declaration is not sufficient evidence to demonstrate commonality.

The declaration of Timothy Peraza provides his experiences providing the basis of the alleged Labor Coe violations. Plaintiff attests to defendant's uniform practices of understaffing, heavy workloads ad pressures from supervisors preventing him from taking breaks and working shifts in excess of 10 hours. (Peraza Decl., ¶ 12.) Peraza additionally attests to his personal non-receipt of all wages owed at the time of his permeation due to the failure to pay for premium wages and overtime. (*Id*. at ¶ 14.) Peraza's declaration does not include his job title or job duties. The declaration of Pina Ung states her job title and job duties but lacks evidence she experienced any of the Labor Code violations alleged. (Ung Decl., ¶ 2.) There is no evidence submitted to demonstrate plaintiff(s) and the putative class members were issued non-compliant wage statements or were not reimbursed for business expenses as alleged. The evidence is not sufficient to demonstrate the class representatives experienced the violations alleged in the First Amended Complaint.

There is also a typicality requirement, i.e. that plaintiffs' claims are significantly similar to those of other class members. (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal.3d 462, 470.) This requires them to arise from the same event, practice, course of conduct, or legal theories (even if they are not identical to the class). (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 874; *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347.)

Usually, in wage and hour class actions, the distinctive feature that permits class certification is that the employees have the same job title or perform similar jobs, and the employer treats all in that discrete group in the same allegedly unlawful fashion. In *Brinker Restaurant v. Superior Court* (2012) 53 Cal.4th 1004, 1017, "no evidence of common policies or means of proof was supplied, and the trial court therefore erred in certifying a subclass."

As discussed with respect to commonality, plaintiffs' declarations do not include adequate evidence of the practices in their workplace forming the basis of the alleged Labor Code violations, or their job positions and duties affected by those practices that could demonstrate that their experiences were typical of the putative class. Plaintiffs' declarations should explain what policies were implemented that resulted in Labor Code violations alleged in the First Amended Complaint and demonstrate the plaintiff experienced those Labor Code violations as a result of these policies.

The evidence is insufficient to demonstrate the commonality of the Labor Code violations alleged in the First Amended Complaint and the typicality of the class representatives' experiences for the class members they seek to represent. The class includes all hourly-paid, non-exempt employees and it is unclear from the evidence provided whether the representative plaintiffs' experiences were common to *all positions* they are including within the putative class.

"[T]he adequacy inquiry should focus on the abilities of the class representative's counsel and the existence of conflicts between the representative and other class members." (*Caro v. Procter & Gamble Co.* (1993) 18 Cal. App. 4th 644, 669.) Counsel

have shown that they are experienced and that they have successfully litigated other class actions. (Han Decl. ¶¶ 3-7, Exh. 1.) There is no declaration from attorney(s) with the Rastegar Law Group regarding their qualifications. It does appear that class counsel from the Justice Law Group have shown that they are adequate to represent the interests of the class. Evidence must be submitted by the Rastegar Law Group. The next question is whether other circumstances evidence that the proposed class counsel and representatives may have looked more to their own interests than to those of the class. One consideration is the incentive award.

i. Class Representative Incentive Award

> "Where, as here, the class representatives face significantly different financial incentives than the rest of the class because of the conditional incentive awards that are built into the structure of the settlement, we cannot say that the representatives are adequate. *See Amchem Prods., Inc. v. Windsor,* 521 U.S. 591, 627, 117 S. Ct. 2231, 138 L Ed 2d 689 (1997) ('The settling parties, in sum, achieved a global compromise with no structural assurance of fair and adequate representation....')"

(*Radcliffe v Experian Information Solutions, Inc.* (2013) 715 F. 3d 1157, 1165.)

"We once again reiterate that district courts must be vigilant in scrutinizing all incentive awards to determine whether they destroy the adequacy of the class representatives. The conditional incentive awards in this settlement run afoul of our precedents by making the settling class representatives inadequate representatives of the class." (*Id*. at p. 1164.)

"There is a serious question whether class representatives could be expected to fairly evaluate whether awards ranging from $26 to $750 is a fair settlement value when they would receive $5,000 incentive awards. Under the agreement, if the class representatives had concerns about the settlement's fairness, they could either remain silent and accept the $5,000 awards or object to the settlement and risk getting as little as $26 if the district court approved the settlement over their objections." (*Id*. at p. 1165.)

> "The propriety of incentive payments is arguably at its height when the award represents a fraction of a class representative's likely damages; for in that case the class representative is left to recover the remainder of his damages by means of the same mechanisms that unnamed class members must recover theirs. The members' incentives are thus aligned. But we should be most dubious of incentive payments when they make the class representatives whole, or (as here) even more than whole; for in that case the class representatives have no reason to care whether the mechanisms available to unnamed class members can provide adequate relief."

(In re Dry Max Pampers Litigation (6th Cir. 2013) 724 F.3d 713, 722.)

The settlement agreement in the instant case provides that each of the two named plaintiffs gets an enhancement payment of up to $10,000 as class representative. It is unclear if this payment is in addition to their respective individual settlement payment as a class member and or PAGA group member. After deduction of administration

expenses, attorney costs and fees, PAGA payment to the LWDA, and the $20,000 in incentive awards, less than $500,000 is left to be distributed to the class members. The moving papers represent that dividing the remaining amount by the estimated number of class members amounts to only $281 per person. The actual amounts will vary based on the class member's amount of workweeks.

The class representative incentive award is 35 times the mathematical average payment to class members. Pina Ung attests to spending in excess of 40 hours assisting with the prosecution of her case. (Ung Decl., ¶ 6.) Timothy Peraza provides details of the activities he has participated in during the litigation process. (Peraza Decl., ¶¶ 10-11.) Neither demonstrates their efforts and risks support an incentive significantly disproportionate to the average class member. Although this doesn't prevent granting preliminary approval, plaintiffs' declarations submitted with a motion for final approval must include evidence of their involvement in the case and risks taken to support the incentive awards requested.

d. Superiority of Class Certification

Wage and hour Labor Code cases are particularly well-suited to class resolution because of the small amounts of each employee's claim, which makes it impractical to bring wage and hour cases on an individual basis. The large number of proposed class members (once established with admissible evidence) would also make it impractical to bring the claims separately. Although generally superior, there is insufficient evidence of commonality of the Labor Code violations alleged and typicality of the plaintiffs' claims with respect to the experiences of the putative class. The court is unable to find that class certification is superior at this time.

2. SETTLEMENT

a. Legal Standards

"When, as here, a class settlement is negotiated prior to formal class certification, there is an increased risk that the named plaintiffs and class counsel will breach the fiduciary obligations they owe to the absent class members. As a result, such agreements must withstand an even higher level of scrutiny for evidence of collusion or other conflicts of interest than is ordinarily required under Rule 23(e) before securing the court's approval as fair." (*Koby v. ARS Nat'l. Serv. Inc.* (9th Cir. 2017) 846 F.3d 1071, 1079.)

"[I]n the final analysis it is the Court that bears the responsibility to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing litigation. The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement . . . The courts are supposed to be the guardians of the class." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129.)

"[T]o protect the interests of absent class members, the court must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished

… [therefore] the factual record before the ... court must be sufficiently developed." (*Id*. at p. 130, internal citation omitted.) "The court 'must stop short of the detailed and thorough investigation that it would undertake if it were actually trying the case,' but nonetheless it 'must eschew any rubber stamp approval in favor of an independent evaluation.'" (*Id*. at p. 130, internal citation omitted.) The court must be leery of a situation where "there was nothing before the court to establish the sufficiency of class counsel's investigation other than their assurance that they had seen what they needed to see." (*Id.* at p. 129.)

b. The Adequacy of the Settlement

The memorandum presents data tables and states the time and payroll data produced by defendant was analyzed by plaintiffs' expert, Aaron Woolfson. There is no declaration of Mr. Woolfson provided to explain what data was used and how he arrived at the figures represented in the tables. Plaintiffs' counsel presents his assessment of the maximum value of the alleged Labor Code violations based on the data tables presented. There is no assessment of the risks of continuing in litigation to support the settlement of $900,000 being reasonable in light of the purported value of the claims as $4,889,445.02.

There is no evidence to support the potential value for each of the alleged violation as stated in the memorandum. It appears the data presented was generated by an expert based on a sample of time records and payroll data. **A declaration by an expert is required to rely on a sample to determine damages issues such as those before the Court here. "**When using surveys or other forms of random sampling, it is crucial to utilize a properly credentialed expert who will be able to explain to the court the methods used to arrive at his or her conclusions and persuade the court concerning the soundness of the methodology." (Chin, Wiseman et al. Employment Litigation (TRG, 2017) section 19:975.3.)

> "The essence of the science of inferential statistics is that one may confidently draw inferences about the whole from a representative sample of the whole. Whether such inferences are supportable, however, depends on how representative the sample is. Inferences from the part to the whole are justified [only] when the sample is representative. Several considerations determine whether a sample is sufficiently representative to fairly support inferences about the underlying population."

(*Duran v. U.S. Bank National Ass'n.* (2014) 59 Cal.4th 1, 38.)

Those considerations include variability in the population, whether size of the sample is appropriate, whether the sample is random or infected by selection bias, and whether the margin of error in the statistical analysis is reasonable. (*Id*. at pp. 38–46.)

In the case at bench the memorandum provides only an estimated number of class members during the period. There is no evidence to support this figure. There is no discussion of the average hours worked, hourly wages of the class members or any other discussion of the evidence supporting the figures used by the parties to arrive at the settlement before the court. The moving papers provide no evidence for the court to consider in order to find the settlement is adequate or reasonable.

"In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such 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 of the class members to the proposed settlement.' The list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244–245, internal citations omitted, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

Plaintiffs' point out that the settlement was reached after arm's length mediation, and that counsel conducted informal discovery and document exchange to investigate the claims and learn the strengths and weaknesses of the case. Counsel also appear to have experience in wage and hour litigation. These factors generally weigh in favor of finding that the settlement is fair, adequate, and reasonable. However, the evidence of the strength of plaintiffs' case and risk of maintaining through litigation is limited to counsel's declaration and opinion. There is insufficient evidence to support finding the settlement is fair, adequate, and reasonable.

c. Proposed Class Notice

The proposed notice appears to be adequate. The notification procedure is designed to provide the greatest likelihood that each class member will receive the settlement notification. The notices will provide the class members with information regarding their time to opt out, object, or challenge the number of workweeks, the nature and amount of the settlement, the amount to be received by the class member, the impact on class members if they do not opt out, the amount of attorney's fees and costs, and the service award to the named class representative. (Settlement, Exh. A.) The notice also advises PAGA group members they may opt-out of the class settlement but cannot exclude themselves from the PAGA claims and will receive a PAGA penalty payment. Therefore, the court should find that the proposed class notice is adequate.

3. ATTORNEYS' FEES AND COSTS

Plaintiffs' counsel seeks a fee award of thirty-five percent of the gross settlement. There has been considerable debate in the Courts of Appeal as to whether a percentage fee should be permitted in class action settlements, or whether the courts should employ the lodestar fee calculation method. However, the California Supreme Court has determined that a percentage fee method is allowable where there is a common fund settlement.

"Whatever doubts may have been created by *Serrano III* [citation], or the Court of Appeal cases that followed, we clarify today that use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that

when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created." (*Laffitte v. Robert Half Intern. Inc*. (2016) 1 Cal.5th 480, 503.)

However, the Supreme Court also observed that the trial court has discretion to double-check a proposed fee percentage award by using the lodestar method. "Nor do we perceive an abuse of discretion in the court's decision to double check the reasonableness of the percentage fee through a lodestar calculation. As noted earlier, '[t]he lodestar method better accounts for the amount of work done, while the percentage of the fund method more accurately reflects the results achieved.' [Citation.] A lodestar cross-check thus provides a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee. If a comparison between the percentage and lodestar calculations produces an imputed multiplier far outside the normal range, indicating that the percentage fee will reward counsel for their services at an extraordinary rate even accounting for the factors customarily used to enhance a lodestar fee, the trial court will have reason to reexamine its choice of a percentage. [Citation.]" (*Id*. at p. 504.)

Here, is seeking preliminary approval of $315,00 in attorney fees, representing 35% of the gross settlement and litigation costs of $30,000. Plaintiffs' counsel has provided a brief summary of the qualifications of the attorneys within the Justice Law Corporation but has failed to provide any evidence of the hours worked or billing rates of the attorneys. There is no evidence of the qualifications of the attorneys for Rastegar Law Group or the hours worked and billing rates to support their share of the fees consistent with the joint prosecution agreement.

Although the court may ultimately approve the requested fees and litigation costs, counsel is expected to provide some evidentiary basis for the requested fees when requesting preliminary approval of the settlement.

4. PAYMENT TO CLASS ADMINISTRATOR

The settlement provides that the settlement administrator Phoenix Settlement Administrators will be paid $19,750. The moving papers provide no evidence, such as an estimate for the services from the proposed settlement administrator, demonstrating that the amount to be approved is representative of the cost of services to be performed.

5. PAGA CLAIM AND NOTICE TO LWDA

"An employee plaintiff suing, as here, under [PAGA], does so as the proxy or agent of the state's labor law enforcement agencies." *Raines v. Coastal Pacific Food Distributors, Inc.* (2018) 23 Cal. App. 5th 667, 674. For that reason, Labor Code section 2699(l)(2) requires that any proposed settlement of a PAGA claim be submitted to the Labor Workforce Development Agency at the same time it was submitted to the Court. Plaintiffs' counsel has not shown that notice of the settlement has been sent to the LWDA. (Lab. Code, § 2699, subd. (*l*)(2).)

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: lmg **on** 4-23-25 .
(Judge's initials) (Date)

(46)

Tentative Ruling

Re: ***Rayna Brown v Sarvjit Dhaliwal***
Superior Court Case No. 23CECG00720

Hearing Date: April 24, 2025 (Dept. 403)

Motion: Petition to Approve Compromise of Disputed Claim of Minor

If oral argument is timely requested, it will be entertained on Tuesday, April 29, 2025, at 3:30 p.m. in Department 403.

Tentative Ruling:

To deny, without prejudice, the petitions to approve the compromised claims of minors Rayna Brown and Raylene Brown. Petitioner must file an amended petition, with appropriate supporting papers and proposed orders for each minor plaintiff. (Super. Ct. Fresno County, Local Rules, rule 2.8.4.)

Explanation:

The petitions submitted by petitioner and guardian ad litem Marybel Lopez seek approval of settlements of personal injury claims of minor plaintiffs Rayna Brown and Raylene Brown against defendant Sarvjit Dhaliwal. While petitioner resolved some of the issues identified with the previously filed petitions, not all of the issues were resolved, thus preventing approval of the settlements.

1. Minors' alleged "full recovery" not supported by medical documentation.

The petitions at Item 8 indicate each minors' injuries identified in the petition have resolved completely.

Rayna. Unresolved. The medical records attached to the petition do not reflect that the minor's injuries have resolved. On October 14, 2022, Daniel Franc, MD evaluated and reported that Rayna suffered a traumatic brain injury with additional postconcussive headaches and other symptoms, necessitating follow up appointments. The last medical report for Rayna Brown is from her chiropractor on October 27, 2022 and indicates she is being released from treatment with residual headaches necessitating future medical care. Although Rayna appears to have received additional medical treatment after these dates, the only subsequent report provided to support that Rayna's injuries have resolved completely is a document attached as "Exhibit 5" to Attachment 8. Although the "Date of Exam and Date of Record" is adjusted to read "2025-04-01" the content of the report seems to suggest that, regardless of whether the record was obtained recently, the evaluation was conducted previously at an unidentified time. The report only references medical evaluations in 2022 and refers to the claimant as a "12-year-old" when she is in fact 15 now. The recommendation was to "discharge [her] from clinic." These are not recommendations or comments consistent with a current evaluation nearly 3 years after the injury was incurred.

Raylene. Unresolved. Similarly, Raylene's last medical report dated October 6, 2023 from Daniel Franc, M.D. Ph.D. indicates she continued to experience headaches and dizziness weekly and also diagnosed the minor with a traumatic brain injury. There is the same concern as to "Exhibit 5" to Attachment 8. The court is concerned there are no medical reports or evaluations beyond October/November of 2022. On 11/01/2022, Dr. Elihu recommended a "Follow up in 6 weeks" and the report allegedly from 04/01/2025 indicates the patient hasn't been seen since 11/01/2022. The court is concerned about the discrepancy of time since 2022 when Raylene was diagnosed with a traumatic brain injury and the lack of information as to any medical check ups within the past three years that would indicate her recovery.

2. Medical bills provided did not demonstrate negotiated reductions.

Rayna. Unresolved. There are discrepancies in Item 12b(5) and the evidence of negotiated reductions. The final bill for Fresno Imaging was $6,600.00 and, pursuant to their lien letter, they agreed to compromise for $2,000.00. The letter states they "agreed to accept the amount above as final payment for this balance." The amount written in the letter is "Agreed Compromise Amount: $2,000.00." Petitioner indicates in the petition that $2,000.00 was the reduction, not the final lien amount, even though the requested amount of $4,600.00 is not written anywhere in the lien letter. This must be clarified. Similarly, the e-mail from California Back and Pain Specialists confirming the balance reduction indicates that they will accept $600.00 as full and final payment. Petitioner identifies the $600.00 as the reduction, not the final lien amount.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: lmg **on** 4-23-25 .
(Judge's initials) (Date)