

**DEPARTMENT EIGHT
JUDGE WENDY GETTY
707-207-7308
TENTATIVE RULINGS SCHEDULED FOR
WEDNESDAY, SEPTEMBER 30, 2026**

The parties may appear via Zoom with the exception of trials, trial management conferences, order for examinations and mandatory settlement conferences. The information for the Zoom meeting is set forth below.

The tentative ruling shall become the ruling of the court unless a party desiring to be heard contacts the judicial assistant of the department hearing the matter by 4:30 p.m. on the court day preceding the hearing, and further advises that such party has notified the other side of its intention to request a hearing. A party requesting a hearing must notify all parties of the request to be heard by 4:30.

**WELLS FARGO BANK vs. JOCELYN G. FIERROS
Case No. CL25-07159**

Motion for Judgment on the Pleadings

TENTATIVE RULING:

The unopposed motion for judgment on the pleadings by Plaintiff WELLS FARGO BANK is GRANTED. The court takes judicial notice of its August 4, 2026, order deeming the Requests for Admission attached to Plaintiff's motion filed June 1, 2026, to be admitted.

Judgment is for Plaintiff in the sum of \$5,166.39. The court is not in receipt of a memorandum of costs from Plaintiff, but notes the file reflects a filing fee paid of \$225 and proof of payment of \$90 for service on Defendant for total costs of \$315 and will award such costs to Plaintiff as prevailing party.

The court will process the proposed judgment lodged with the court.

**RYAN JOHN vs. FAIRFIELD AUTOMOTIVE PARTNERS, LLC., et al.
Case No. CU24-07141**

Motion for Preliminary Approval of Class Action and PAGA Settlement

TENTATIVE RULING

Overview of Preliminary Approval of Class Action and PAGA Settlement

damages are barred by *Rattagan v. Uber Technologies, Inc.* (2024) 17 Cal.5th 1 or the economic loss rule. (Notably, the claims against FORD were deemed time-barred by Department 22 prior to reassignment to Department 8 (Minute Order dated March 4, 2026).)

Plaintiff's opposition contends DUPRATT created "new harm" although Plaintiff does not clarify what "new harm" DUPRATT supposedly created. But, with this record, it appears there exists some possibility that Plaintiff could cure the defect by amending the 1AC to allege some sort of independent damage caused by negligent repair by DUPRATT. The current pleading simply does not. Importantly, DUPRATT is not a guarantor for FORD and untimely claims cannot be resurrected by essentially alleging those claims under the guise of negligent repair.

Plaintiff shall file and serve a Second Amended Complaint which specifically alleges facts showing the "new harm" caused by DUPRATT in 10 days. Should Plaintiff fail to file and serve a Second Amended Complaint in 10 days, DUPRATT shall be deemed dismissed and DUPRATT shall directly submit a Judgment in its favor for processing.

ALDEN S. DULAY, et al. vs. TRAVIS CREDIT UNION, et al.

Case No. FCS058361

BREANNA BOX, individually and on behalf of others similarly situated v. TRAVIS CREDIT UNION, Contra Costa C22-01202

Coordinated Proceedings JCCP 5254

Motion for Preliminary Approval of Class Action Settlement

TENTATIVE RULING

This matter was continued for August 13, 2026, to permit the parties to address questions presented by the court.

Plaintiffs ALDEN S. DULAY, CHEREE MCKELVEY, ROMAN BASS, NENITA CADUNGUG and BREANNA BOX ("Plaintiffs") move for preliminary approval of a proposed class action and PAGA settlement.

The Solano County case was coordinated with the Contra Costa County case and assigned to Solano County August 10, 2023.

Overview of Preliminary Approval of Class Action and PAGA Settlement

Before granting final approval of class settlements, courts grant preliminary approval of the class settlement, grant conditional certification of the class, approve the forms and methods of class notice, and set a final hearing.

Class actions are authorized under Code Civ. Proc., § 382, whenever the question in a case is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court. Certification is a procedure by which the court determines whether a plaintiff is a proper class representative and the action can proceed to trial as a class action. To obtain class certification, the proposed class representative(s) must show (1) an ascertainable class of sufficient size as to justify class action treatment (“numerosity”) and (2) a well-defined community of interest in questions of fact and law. (*Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 809.) The factors the court considers in determining the community of interest element are (1) the predominance of common issues, (2) the typicality of the claims of the proposed class members, and (3) the ability of the proposed class representative to adequately represent the class. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

In determining whether a class settlement is fair, adequate and reasonable, the court considers relevant factors, including: (1) the strength of plaintiffs' case; (2) the risk, expense, complexity and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) 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.

Although the court gives regard to what is otherwise a private consensual agreement between the parties, the court must also evaluate the proposed settlement agreement with the purpose of protecting the rights of the absent class members who will be bound by the settlement and to ensure the absence of fraud, overreaching or collusion between the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned. The court uniquely serves as the gatekeeper to protect the interests of the putative class and PAGA group. The burden is on the proponent of the settlement to show that it is fair and reasonable. However, 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.

(See *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45.)

Proposed Settlement

This action alleging Labor Code violations involving wage and hour matters, failure to pay minimum wages, reimburse business expenses, failure to provide appropriate meal periods, rest breaks and wage statements and unfair business practices was filed on June 2, 2022. A First-Amended Complaint was filed on December 28, 2023, which added a PAGA cause of action. A Second-Amended Complaint was filed by stipulation on October 22, 2025.

The parties engaged in mediation with Michael Loeb, an experienced wage and hour class action mediator. Months later the parties reached settlement.

Plaintiffs seek approval and certification of a class action and PAGA settlement representing 1236 putative class members of non-exempt employees in the gross amount of \$1,626,000. \$100,000 of this amount is assigned to the PAGA claims with 75% (\$75,000) allocated to LWDA and 25% (\$25,000) to aggrieved employees. For tax purposes 20% will be allocated to wages with taxes to be paid by Defendant in addition to the gross settlement funds, and 80% to penalties and interest. An escalator clause to address workweeks is included in the settlement.

According to Defendant, of the proposed class of 1,290 total individuals, 806 have signed arbitration agreements that contain class action waivers. (Travis Credit Union Response to Plaintiff's Motion for Preliminary Approval, ¶ 1.) According to Plaintiff, 752 of the 1236 non-exempt class members have arbitration agreements that contain class action waivers. (Plaintiffs' Supplemental Submission, ¶ 1.) As part of the settlement agreement, Travis Credit Union and any member of the class will be waiving the right to arbitration. The settlement agreement characterizes this waiver as "limited." No case is cited that a party to an arbitration agreement can choose to waive the arbitration agreement for some purposes but not others. Candidly, a "limited waiver" concept is inconsistent with the idea of waiver.

Ultimately, Defendant bears the risk by negotiating a "limited waiver." Importantly, this court is NOT making a finding that a "limited waiver" does not constitute a waiver and is enforceable as to any future claims involving an employee who is a member of the class or an aggrieved employee should Defendant seek to compel arbitration as to different claims. Conversely, risk would not flow to a class member or an aggrieved employee from the court's approval as Defendant would be estopped from arguing waiver.

Undeliverable funds will be deposited with the California Controller's Unclaimed Property Fund in the name of the class member.

Class members are defined as all persons employed in California as non-exempt employees between November 16, 2019, and November 5, 2025. Aggrieved employees are persons employed in California and classified as non-exempt between March 7, 2022, and November 5, 2025. Plaintiffs contend that Defendant's wage and hour policies were applied uniformly to the non-exempt employees despite different classifications of employees within the class.

The average gross individual settlement for each class member is \$698.75. In addition, each of the eligible aggrieved employees will receive a fraction of the 25% of the PAGA settlement.

Plaintiffs' counsel attests to being experienced in class action litigation and consulted experts in evaluating a potential recovery. The pleadings establish the following analysis:

Claim	Best Case	Risk Analysis	Realistic Exposure
Reimbursement	\$1,621,450	20%/20%	\$64,858
Underpaid wages	\$3,191,927	30%/20%	\$191,516
Meal Period	\$846,270	30%/20%	\$50,776
Rest periods	\$18,660,900	20%/10%	\$373,218
Unpaid Overtime	\$87,187	50%/40%	\$17,437
Waiting Time	\$3,500,000	30%/20%	\$210,00
Wage Statement	\$2,800,000	30%/20%	

			\$168,000
PAGA	\$5,216,900	Recovery doubtful	\$100,000

Settlement Administrator

The fee of up to \$13,250 for ILYN Group, Inc. is reasonable.

Incentive Payments

Incentive payments to class representatives "must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit." (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1395.) The court must also consider the "risk to the class representative in commencing suit" and any "notoriety and personal difficulties" he or she encounters as a result of the litigation. (*Id.* at 1394.)

The court is unlikely to approve \$10,000 for each representative which is on the high side but routinely approves payments ranging between \$5,000 and \$7,500 depending upon efforts.

Attorneys' Fees and Costs

As to attorneys' fees, calculations using 25%, 27% and 30% should be included in the final approval moving papers.

Ruling

The motion for preliminary class action and PAGA settlement approval is **GRANTED**.

The court sets **June 23, 2027, at 9:00 a.m.** as the date for the Final Approval hearing. Due to limited resources, requests for continuances are strongly discouraged.

Plaintiffs' counsel to submit an order after hearing consistent with the terms of this ruling which shall be approved as to form by opposing counsel prior to submission. (Cal. Rules of Court. Rule 3.1312(e).)

Department 8 is inviting you to a scheduled ZoomGov meeting.

<https://solano-courts-ca-gov.zoomgov.com/j/1619704645?pwd=aUwyYUFUcU5EazI6SEkrmcRnRLUT09>

Meeting ID: 161 970 4645
Passcode: 675002