

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF VENTURA
VENTURA**

MINUTE ORDER

DATE: 04/04/2016

TIME: 11:39:00 AM

DEPT: 42

JUDICIAL OFFICER PRESIDING: Henry Walsh

CLERK: Hellmi McIntyre

REPORTER/ERM:

CASE NO: **56-2013-00436494-CU-BT-VTA**

CASE TITLE: **Bustillos vs. Oxnard Automobile Exchange Inc**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Business Tort

EVENT TYPE: Ruling on Submitted Matter

APPEARANCES

The Court, having previously taken the motion for summary judgment/summary adjudication by defendants RCD and Grandinetti, the motion for approval of the class settlement, and the motion for fees and costs by class counsel under submission, now rules as follows:

The motion for summary judgment/summary adjudication is overruled. The court has previously ruled that AFI is entitled to a defense by virtue of its contract with AFI. As such, AFI's claim that it has no liability to AFI fails. The court has also ruled that the issue of active and passive negligence between AFI and RCD remains disputed. The court further finds here that all indemnity issues between RCD and AFI, contractual and equitable (except the duty to defend), remain disputed and not determined by RCD's moving papers. The court finds that RCD's UMF's 1-5, 8, 14-16, 19-22,31,33,34 and 35-37 are undisputed. Facts 9, 10, 12, 13, 17, 18 and 25 are established. Facts 6, 7, 11, 23, 24, 26-30 and 32 are not established. RCD's request for judicial notice is granted as to Penal Code section 637.7, and the pleadings in this action.

The settlement of the class is approved. Mr. Bustillos is determined to be an appropriate representative of the class. His character shortcomings are not of the type that should disqualify him from that role. The Order submitted by moving party is being signed in the form submitted.

Class counsel's fees and request for cost reimbursements are both approved as requested. Counsel's argument that the fees they are requesting calculate to less than their customary hourly rate is not persuasive. The argument that they were able to find insurance for their claims (and the related fact that RCD is out of business and not responsible in damages) is persuasive as to the value of the services they rendered on behalf of their client(s).

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The clerk is directed to give notice.