Tentative Rulings for February 24, 2026
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.

18CECG04501 ***David Diaz v. Sun-Maid Growers of California*** **is continued to Tuesday, March 17, 2026, at 3:30 p.m. in Department 403.**

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(03)

Tentative Ruling

Re: ***Rodriguez v. Valleywide Farm Labor, Inc.***
Case No. 22CECG01009

Hearing Date: February 24, 2026 (Dept. 403)

Motion: Plaintiff's Renewed Motion for Preliminary Approval of Class and PAGA Settlement

Tentative Ruling:

To grant plaintiff's renewed motion for preliminary approval of class and PAGA settlement.

Explanation:

1. Class Certification

a. Standards

First, the court must determine whether the proposed class meets the requirements for certification before it can grant preliminary approval of the proposed settlement. An agreement of the parties is not sufficient to establish a class for settlement purposes. There must be an independent assessment by a neutral court of evidence showing that a class action is proper. (*Luckey v. Superior Court* (2014) 228 Cal. App. 4th 81 (rev. denied); see also Newberg, *Newberg on Class Actions* (T.R. Westlaw, 2017) Section 7:3: "The parties' representation of an uncontested motion for class certification does not relieve the Court of the duty of determining whether certification is appropriate.")

"Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems for the proposal is that there will be no trial. But other specifications of the rule -- those designed to protect absentees by blocking unwarranted or overbroad class definitions -- demand undiluted, even heightened, attention in the settlement context." (*Amchem Prods., Inc. v. Windsor* (1997) 521 U.S. 591, 620, internal citation omitted.)

"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 achieved by defining the class in terms of objective characteristics and common transactional facts making the ultimate identification of class members possible when that identification becomes necessary. While often it is said that class members are ascertainable where they may be readily identified without unreasonable expense or time by reference to official records, that statement must be considered in light of the purpose of the ascertainability requirement. Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be res judicata." (*Nicodemus v. Saint Francis Memorial Hospital* (2016) 3 Cal.App.5th 1200, 1212, internal citations and quote marks omitted.)

Here, the class appears to be ascertainable, as defendants' personnel records should be sufficient to allow the parties to identify the class members. The class is also sufficiently numerous to justify certification, as plaintiff's counsel claims that there are approximately 232 class members who worked for defendants during the class period. Therefore, the court intends to find that the class is sufficiently numerous and ascertainable for certification.

c. Community of Interest

"[T]he '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.'" (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021, internal citations omitted.)

"The focus of the typicality requirement entails inquiry as to whether the plaintiff's individual circumstances are markedly different or whether the legal theory upon which the claims are based differ from that upon which the claims of the other class members will be based." (*Classen v. Weller* (1983) 145 Cal. App. 3d 27, 46.)

"[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.)

Here, it does appear that there are common questions of law and fact, as all of the proposed class members worked for the same defendants and allegedly suffered the same type of Labor Code violations. Therefore, the proposed class involves common issues of law and fact.

With regard to the requirement of typicality of the representative's claims, it does appear that Mr. Rodriguez's claims are typical of the rest of the class and that he seeks the same relief as the other class members based on his allegations and prayer for relief in the complaint. There is no evidence that he has any conflicts between his interests and the interests of the other class members that would make him unsuitable to represent their interests. Therefore, plaintiffs have shown that Mr. Rodriguez has claims typical of the other class members.

Plaintiff's counsel's declaration establishes that he and the other attorneys in his firm are experienced and qualified to represent the class. Counsel's declaration discusses

his background, education, and experience in class action litigation, as well as the backgrounds of the other attorneys. Therefore, the declaration provides sufficient evidence to support counsel's assertion that he and the rest of his firm are experienced and qualified to represent plaintiff and the other class members here.

d. Superiority of Class Certification

It does appear that certifying the class would be superior to any other available means of resolving the disputes between the parties. Absent class certification, each employee of defendants would have to litigate their claims individually, which would result in wasted time and resources relitigating the same issues and presenting the same testimony and evidence. Class certification will allow the employees' claims to be resolved in a relatively efficient and fair manner. (*Sav-On Drugs Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 340.) Therefore, it does appear that class certification is the superior means of resolving the plaintiff's claims.

Conclusion: The court intends to grant certification of the class for the purpose of settlement.

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 National Services, 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 must be before the … court must be sufficiently developed." (*Id*. at p. 130.) 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. Fairness and Reasonableness of the Settlement

"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.)

Here, plaintiff's counsel has presented a sufficient discussion of the strength of the case if it went to trial, the risks, complexity, and duration of further litigation, and an explanation of why the settlement is fair and reasonable in light of the risks of taking the case to trial.

Plaintiff estimates that defendant faced a maximum potential liability of $1,063,125 for meal and rest period violations, $106,312.50 for unpaid off-the-clock work, overtime and unpaid minimum wages, $76,550 for inaccurate wage statements, and $11,100 for unreimbursed business expenses. In addition, plaintiff estimates that the PAGA penalties would have been $436,050. However, there were substantial barriers to recovery, including defendants' contention that the claims were without merit and were not suitable for class certification. There was a risk that the court would deny certification. In addition, defendant Valleywide advised plaintiff's counsel that Valleywide has gone out of business, and that it does not have sufficient money to pay a large settlement or judgment. Thus, plaintiff substantially discounted the defendant's liability based on Valleywide's financial insolvency, as well as the inherent risks of the class claims.

The PAGA claim also carried substantial risks. The parties agreed that it was reasonable to allocate $7,500 to the PAGA claims, which is 6% of the gross settlement. This is well above the range that courts regularly approve in wage and hour class/PAGA settlements. The PAGA claims are subject to the same defenses and risks as the other claims, as well as defenses unique to PAGA, the risk that PAGA penalties would not be stacked, and the risk that the court might reduce the penalties in order to avoid duplicative, arbitrary, or oppressive penalties.

Therefore, plaintiff has now shown that the settlement is fair, reasonable, or adequate in light of the unique facts and legal issues raised by the plaintiff's case. Even though plaintiff has a strong case and defendant's liability is potentially much higher than $125,000, defendant has gone out of business and is unable to pay a large settlement or judgment. Demanding a higher amount in settlement would simply result in the class receiving nothing. As a result, the court intends to find that the settlement is fair, adequate and reasonable under the circumstances.

c. Proposed Class Notice

The proposed notice appears to be adequate. The notice will provide the class members with information regarding their time to opt out or object, the nature and

amount of the settlement, 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 representatives. As a result, the court intends to find that the proposed class notice is adequate and it will grant preliminary approval of the class notice.

3. Attorney's Fees and Costs

Plaintiff's counsel seeks attorney's fees of $43,750. Plaintiff's counsel has provided a declaration which describes his education, skill, and experience, as well as the background, education, and experience of the other attorneys in his firm. Counsel also provides information about his hourly rates and the rates of the other attorneys, which range from $350 per hour to $875 per hour depending on the experience of the attorney. However, counsel requests that the court apply a blended rate of $650 per hour for the work performed by the firm. He also states that the firm spent a total of 281.60 hours on the case. Based on the hours worked and the blended rate of $650 per hour, counsel states that the lodestar fees incurred in the case are $195,000 [*sic*, $183,040]. This does not include another estimated 52 hours of work that counsel will have to incur in order to finalize and administer the settlement. (See Jimenez decl., ¶¶ 113-118.) Counsel also argues that the requested fees are the equivalent of 35% of the gross settlement, which is in the range of fees commonly awarded by courts in class actions.

Therefore, plaintiff's counsel has provided the court with enough information to assess the reasonableness of her fees. It appears that the requested fees of $43,750 in the settlement are fair and reasonable, especially in light of the fact that the lodestar fees incurred to litigate the case are much higher than the requested fees. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 504.) The request for 35% of the gross settlement is also in line with what courts often award in class and PAGA cases. As a result, the court intends to grant preliminary approval of the requested fees.

In addition, counsel also seeks an award of up to $12,218.35 in costs. Counsel has now provided evidence to substantiate the amount of requested costs, which has been reduced from the earlier request for up to $20,000 in costs. Counsel has so far incurred $11,918.35. (Jimenez decl., ¶ 107 and Exhibit 4 to Jimenez decl.) In addition, counsel expects to incur another $300 in costs to obtain final approval of the settlement. (*Ibid*.) Therefore, plaintiff's counsel has now provided enough evidence to allow the court to determine that the requested costs are reasonable. As a result, the court intends to grant preliminary approval of the requested costs.

4. Payment to Class Representative

Plaintiff seeks preliminary approval of a $7,500 service award to the named plaintiff/class representative, Mr. Rodriguez. Mr. Rodriguez has provided a declaration which supports the request for a service award, as he states that he worked closely with plaintiff's counsel, provided documents, answered questions, and participated in meetings about the case with counsel. Therefore, the court intends to grant preliminary approval of the incentive award to the named plaintiff.

5. Payment to Class Administrator

Phoenix Class Administration Solutions will receive up to $8,000 to administer the settlement. The parties have agreed to amend the settlement to provide for payment of $8,000 to Phoenix, which is less than the previous request for up to $10,000 in administration fees. The declaration of Phoenix's representative includes an estimate for administration services of $8,000. (Exhibit B to Lawrence decl.) As a result, the court intends to grant preliminary approval of the payment to the administrator.

6. PAGA Settlement

Plaintiff proposes to allocate $7,500 of the settlement to the PAGA claims, with 75% of that amount being paid to the LWDA as required by law and the other 25% being paid out to the aggrieved employees. Plaintiff's counsel states that he gave notice of the settlement to the LWDA on April 25,2025. (Jimenez decl., ¶ 128.) Therefore, plaintiff's counsel has shown that he complied with PAGA's requirement to give notice of the settlement to the LWDA. (See Labor Code, § 2699, subd. (s)(2).)

Plaintiff's counsel also states that he believes that paying $7,500 to settle the PAGA claim is fair, reasonable and adequate. He believes that, given the state of defendant's finances, it would not be possible to recover the full amount of potential penalties under PAGA, and that recovering $7,500 is reasonable under the circumstances. The PAGA portion of the settlement is also about 6% of the total gross settlement, which is actually more than many other PAGA allocations in other cases. There are also substantial risks in litigating the PAGA claims, including the risk that the court might reduce the penalties to avoid an unduly harsh result.

Therefore, plaintiff's counsel has adequately explained why settling the PAGA claims is fair, adequate and reasonable, and the court intends to grant preliminary approval of the PAGA portion of the settlement.

Conclusion: The court intends to grant the motion to preliminarily approve the class action and PAGA settlement.

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 2-23-26.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Amanda Roe v. Sanger Unified School District***
Superior Court Case No. 24CECG01452

Hearing Date: February 24, 2026 (Dept. 403)

Motion: Petition to Compromise Minor's Claim

Tentative Ruling:

This matter is taken off calendar as it does not appear from the Court's record that a Petition was filed.

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 2-23-26.
(Judge's initials) (Date)