Tentative Rulings for July 2, 2026
Department 501

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.

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 501

Begin at the next page

(20) **Tentative Ruling**

Re: ***Cabral v. Spacetel LLC***
Superior Court Case No. 25CECG01086

Hearing Date: July 2, 2026 (Dept. 501)

Motion: By Motorola Mobility, LLC, to Compel Production of Plaintiff's Cellular Phone for Inspection

Tentative Ruling:

To deny to the extent Motorola Mobility, LLC ("Motorola") seeks an order directing the inspection to occur in Chicago, and excluding plaintiff and/or her representative from being present at the inspection. The parties are directed to meet and confer on an inspection to take place in California.

Explanation:

In this personal injury action plaintiff alleges that her cell phone exploded and caused significant injuries. Motorola served a demand to conduct non-destructive testing on the phone at its facility in Chicago, Illinois, though it has a facility in Sunnyvale, California. Motorola also seeks to preclude plaintiff or her representative from being present during the inspection based on claims of confidential/proprietary information that may be seen at the Chicago facility.

Following a pretrial discovery conference, the court authorized Motorola to file a motion to compel "on the *sole* issue of whether the phone needs to be transported to Chicago or whether the visual inspection can be done in Sunnyvale." (See 3/27/2026 Order, emphasis added.)

The Civil Discovery Act permits a party to demand inspection, copying, testing, or sampling of tangible things in another party's possession, custody, or control. (Code Civ. Proc., § 2031.010.) Such a demand must specify: (1) a *reasonable* time, (2) a *reasonable* place, (3) the inspection, copying, testing, sampling, or related activity being demanded, (4) the manner in which that activity will be performed, and (5) whether the activity will permanently alter or destroy the item involved. (Code Civ. Proc., § 2031.030, subd. (c)(2)-(4).)

On the issue of whether the inspection needs to occur in Chicago, the sole issue that should be addressed in this motion, Motorola hardware engineer John Ricci states in his declaration, "non-destructive inspection of the Subject Device … includes visual inspection, photographing, videotaping, x-raying, and other non-destructive testing …" Motorola must use the specialized equipment and machinery located in its workspace at 222 West Merchandise Mart Plaza, Suite 1800, Chicago, Illinois 60654. Motorola has trained and experienced employees who also work at this location and regularly use this equipment and machinery." (Ricci Decl., ¶ 3.) The "Motorola location in Sunnyvale, California, … does not possess the same technology or machinery required" to perform the testing. (Ricci Decl., ¶ 4.) That is all the detail and specifics provided. Which is to say, no details or specifics are provided.

Mr. Ricci's declaration is too vague to justify sending the phone out-of-state, with the attendant expense of plaintiff's expert and/or attorney traveling to attend the inspection. Mr. Ricci does not specify what specialized equipment and machinery is at the Chicago facility that does not exist in California. There is no specific factual showing that Motorola's personnel could not use the equipment at its facility in Sunnyvale, at plaintiff's expert's facility (which has been offered for the inspection) or some other facility in California. The inspection includes "visual inspection, photographing, videotaping, x-raying, and other non-destructive testing …" Which of these cannot be performed anyplace but Motorola's Chicago facility, and why? Plaintiff has already obtained and shared with Motorola CT data, but there is no indication that Motorola has reviewed it, and what more is needed. The court finds that Motorola has not shown that its Chicago facility is a "reasonable place," and therefore the motion is denied in that Motorola demands that plaintiff mail the phone to Chicago. Chicago is not a reasonable place because it would be very costly for plaintiff to pay for her expert to travel to Chicago to observe the inspection of the phone.

The motion also addresses whether plaintiff or her representative/expert should be permitted to observe the inspection at Motorola's Chicago facility. The issue is moot in light of the finding that Chicago is not a reasonable place, and is outside the scope of the permitted motion. Even if Chicago were a reasonable place, Motorola has not shown that any harm would come from permitting plaintiff or her representative to observe the inspection.

Mr. Ricci states that the Chicago facility "contains various and numerous other machinery and internal corporate operations that are sensitive and confidential in nature to Motorola. Access to the Chicago facilities is highly restricted, and only employees with special clearance or a required escort are permitted to enter. Motorola cannot risk being subjected to the viewing of said items by Plaintiff, her attorneys, or by any nonMotorola third parties as they would be able to see and/or learn of potentially proprietary, confidential and/or trade information of Motorola. Allowing said persons to view the inspection of the Subject Device (whether in person or remotely) would constitute a serious and grave invasion of Motorola's privacy and confidential business operations." (Ricci Decl., ¶ 5.) This is claim is quite vague and nonspecific. No clear information is submitted to the court showing what sensitive information or equipment would be visible, why plaintiff or her representatives would have any interest in such proprietary information[1], and why Motorola's concerns could not be satisfied with a protective order.[2] No good cause is shown to prevent plaintiff or her representative from observing the inspection, even if it were to occur in Motorola's Chicago facility.

[1] This is not a lawsuit between competitors. And as the reply points out, plaintiff's expert does not work in the cellular phone industry.

[2] The court may order that confidential commercial information not be disclosed, or be disclosed only to specified persons or only in a specified way. (Code Civ. Proc., § 2031.060, subd. (b)(5).)

Plaintiff takes issue with Motorola's claim that the testing would be "non-destructive," fearing that the phone may be damaged or altered because Motorola's demand would permit it "to power up the Phone, eject the SIM card tray, and conduct unspecified 'other' imaging or testing, and is accordingly not sufficiently defined. It is a demand for physical and electronic manipulation of unique evidence without explaining how the manipulation will be performed, whether it can alter data or physical condition, what equipment will be used, who will perform the work, or what safeguards will prevent alteration." Plaintiff fails to show that any of the tests or actions contemplated would constitute destructive testing. Motorola has stated it will conduct non-destructive testing. Plaintiff can certainly document the condition of the phone, will be permitted to observe the inspection, and may raise any issues that arise from any conceivable damage that occurs to the phone.

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: KCK on 07/01/26 .
(Judge's initials) (Date)

(20) **<u>Tentative Ruling</u>**

Re: ***Imidacloprid Cases***
Superior Court Case No. 22JCCP05241

Hearing Date: July 2, 2026 (Dept. 502)

Motion: By Brian Watte for Attorney's Fees Against Nutrien Ag Solutions, Inc.

Tentative Ruling:

To take the motion off calendar. Given that there is an appeal by Nutrien Ag Solutions pending that may impact entitlement to attorneys' fees, and in the interests of judicial economy and to conserve court resources, the Court defers ruling on the issue. Once the remittitur is issued, Brian Watte may contact the court to have the motion returned to the court's calendar.

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: KCK on 07/01/26 .
(Judge's initials) (Date)

(03)

<u>Tentative Ruling</u>

Re: ***Raygoza v. Mazda Motor of America, Inc.***
Case No. 25CECG03565

Hearing Date: July 2, 2026 (Dept. 501)

Motion: Plaintiff's Motions to Compel Further Responses to Special Interrogatories and Requests for Admissions, Set One, and for Sanctions

Tentative Ruling:

To deny plaintiff's motions to compel further responses to special interrogatories and requests for admissions, set one. Defendant has now served supplemental responses to the disputed requests and interrogatories, so the motions are moot.

However, the court intends to grant plaintiff's request for sanctions against defendant, in the amount of $1,440. Defendant shall pay sanctions to plaintiff within 30 days of the date of service of this order. (Code Civ. Proc., §§ 2030.300; 2033.290.)

Explanation:

Defendant has now served supplemental responses to the interrogatories and requests for admissions, so the motions are moot to the extent that they seek to compel further responses.

Also, while plaintiff contends that the court should rule on the merits of defendant's supplemental responses to interrogatories, the court declines to rule on whether the supplemental responses are adequate. Plaintiff would need to meet and confer on the supplemental responses, bring a request for pretrial discovery conference on the supplemental responses, and receive leave of court to bring her motion to compel before the court would rule on the merits of the responses. (See Code Civ. Proc., § 2030.300; Fresno Sup. Ct. Local Rule 2.1.17 A.) Since plaintiff has not complied with the procedural requirements for bringing a motion to compel further responses with regard to the newly served supplemental responses, the court will not rule on the issue of whether the supplemental responses are sufficient.

On the other hand, the court intends to grant plaintiff's request for sanctions against defendant for its willful and unjustified refusal to serve substantive responses to the interrogatories and requests for admissions. (Code Civ. Proc., §§ 2030.300, subd. (d); 2033.290, subd. (d).) Defendant objected to the interrogatories and requests for admissions, and refused to provide substantive responses because it claimed that plaintiff had not served a declaration showing good cause for serving more than 35 interrogatories and requests for production. However, plaintiff's counsel had served a declaration to justify the additional requests, and defendant never moved for a protective order, so defendant should have served substantive responses. Plaintiff attempted to obtain supplemental responses from defendant for weeks, and engaged in extensive meet and confer efforts, as well as filing a pretrial discovery conference request before finally filing her motions to compel. It was only after plaintiff went to the expense and trouble of filing the motions that defendant finally relented and served substantive responses, even though it could have provided responses months earlier. Therefore, defendant's failure to serve substantive responses was unjustified, and was apparently simply intended to cause plaintiff to incur additional costs and delays. As a result, the court will grant plaintiff's request for sanctions against defendant.

However, the court will reduce the amount of sanctions to a more reasonable number. Plaintiff has requested $3,322.50 in sanctions for the cost of bringing both motions. The requested amount is excessive, especially considering the fairly narrow issue presented by the motions. The court will award only $1,320 in attorney's fees based on four hours of time billed at $330 per hour, plus $120 in filing fees, for a total of $1,440 in sanctions.

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: KCK on 07/01/26 .
(Judge's initials) (Date)

(34)

Tentative Ruling

Re: ***Hakim v. ASM Global, LLC, et al.***
Superior Court Case No. 25CECG03286

Hearing Date: July 2, 2026 (Dept. 501)

Motion: by Plaintiff for an Order Compelling Defendant ASM Global, LLC's Responses to Form Interrogatories, Special Interrogatories, Requests for Production of Documents, and to Deem Requests for Admission Admitted

by Plaintiff for an Order Compelling Defendant ASM Global Fresno, LLC's Responses to Form Interrogatories, Special Interrogatories, Requests for Production of Documents, and to Deem Requests for Admission Admitted

Tentative Ruling:

To deny the motions against ASM Global, LLC and ASM Global Fresno, LLC, without prejudice.

Explanation:

Plaintiff Terajee Hakim moves under Code of Civil Procedure sections 2030.290 and 2031.300, to compel defendants ASM Global, LLC and ASM Global Fresno, LLC to respond to Form Interrogatories – General, sets one and two, Form Interrogatories –Employment, set one, Special Interrogatories, sets one and two, and Request for Production, set one. Plaintiff is also moving under Code of Civil Procedure section 2033.280 for an order deeming Requests for Admission, sets one and two, deemed admitted by defendants.

Code of Civil Procedure sections 2030.290, 2031.300 and 2033.280 govern motions where the answering party fails to serve a timely response. Here, however, the moving papers indicate that timely responses were served on October 22, 2025, following a series of extensions to respond to set one of the discovery propounded. (Searcy Decl., ¶¶ 5-6.) A response containing only objections need not be verified and is complete at the time of service. (Code Civ. Proc., §§ 2030.250, 2031.250, 2033.240; *Blue Ridge Ins. Co. v. Sup.Ct. (Kippen)* (1988) 202 Cal.App.3d 339, 344.)

Accordingly, since the motions are brought under inapplicable statutes, the motions are denied without prejudice.

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: KCK on 07/01/26 .
(Judge's initials) (Date)

(03)

Tentative Ruling

Re: ***Pilibos Sisters, Inc. v. Mavericks Ranch, LLC***
Case No. 24CECG01500

Hearing Date: July 2, 2026 (Dept. 501)

Motion: Defendant Nutrien Ag Solutions, Inc.'s Motion for Good Faith Settlement

Tentative Ruling:

To grant Nutrien Ag Solution's motion to determine that its settlement with plaintiffs is in good faith. (Code Civ. Proc., § 877.6.)

Explanation:

Under Code of Civil Procedure section 877.6, "Any party to an action in which it is alleged that two or more parties are joint tortfeasors or co-obligors on a contract debt shall be entitled to a hearing on the issue of the good faith of a settlement entered into by the plaintiff or other claimant and one or more alleged tortfeasors or co-obligors, upon giving notice in the manner provided in subdivision (b) of Section 1005." (Code Civ. Proc. § 877.6(a)(1).) "The issue of the good faith of a settlement may be determined by the court on the basis of affidavits served with the notice of hearing, and any counter affidavits filed in response, or the court may, in its discretion, receive other evidence at the hearing." (Code Civ. Proc. § 877.6(b).)

"A determination by the court that the settlement was made in good faith shall bar any other joint tortfeasor or co-obligor from any further claims against the settling tortfeasor or co-obligor for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault." (Code Civ. Proc. § 877.6(c).) Also, "The party asserting the lack of good faith shall have the burden of proof on that issue." (Code Civ. Proc. § 877.6(d).)

"[T]he intent and policies underlying section 877.6 require that a number of factors be taken into account including a rough approximation of plaintiffs' total recovery and the settlor's proportionate liability, the amount paid in settlement, the allocation of settlement proceeds among plaintiffs, and a recognition that a settlor should pay less in settlement than he would if he were found liable after a trial. Other relevant considerations include the financial conditions and insurance policy limits of settling defendants, as well as the existence of collusion, fraud, or tortious conduct aimed to injure the interests of nonsettling defendants. [Citation.] Finally, practical considerations obviously require that the evaluation be made on the basis of information available at the time of settlement. '[A] defendant's settlement figure must not be grossly disproportionate to what a reasonable person, at the time of the settlement, would estimate the settling defendant's liability to be.' [Citation.] The party asserting the lack of good faith, who has the burden of proof on that issue (§ 877.6, subd. (d)), should be permitted to demonstrate, if he can, that the settlement is so far 'out of the ballpark' in relation to these factors as to be inconsistent with the equitable objectives of the statute.

Such a demonstration would establish that the proposed settlement was not a 'settlement made in good faith' within the terms of section 877.6." (*Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488, 499-500.)

"Another key factor is the settling tortfeasor's potential liability for indemnity to joint tortfeasors. The trial court calculates 'the culpability of the [settling] tortfeasor vis-à-vis other parties alleged to be responsible for the same injury. Potential liability for indemnity to a nonsettling defendant is an important consideration for the trial court in determining whether to approve a settlement by an alleged tortfeasor.'" (*Long Beach Memorial Medical Center v. Superior Court* (2009) 172 Cal.App.4th 865, 873, internal citations and italics omitted.)

"Section 877.6 and *Tech–Bilt* require an evidentiary showing, through expert declarations or other means, that the proposed settlement is within the reasonable range permitted by the criterion of good faith." (*Mattco Forge, Inc. v. Arthur Young & Co.* (1995) 38 Cal.App.4th 1337, 1351, internal citations omitted.) "If 'there is no substantial evidence to support a critical assumption as to the nature and extent of a settling defendant's liability, then a determination of good faith based upon such assumption is an abuse of discretion.'" (*Id.* at p. 1350, internal citation and italics omitted.)

In the present case, defendant Nutrien has met its burden of showing that its settlement with plaintiffs is in good faith. Plaintiffs' claim against Nutrien alleges that Nutrien failed to apply pesticides to plaintiffs' crops in a timely manner and thus allowed plaintiffs' crops to become infested with navel orangeworm (NOW). However, the evidence produced during discovery showed that the neighboring landowner, Mavericks Ranch, LLC, was at fault for the infestation by allowing its orchards to become neglected and infested with NOW, which caused the infestation to spread to plaintiffs' property. Plaintiffs also admitted that Mavericks was the primary cause of the infestation, and that they had no evidence that Nutrien had done anything negligent in applying pesticides on plaintiffs' property. Plaintiffs conceded that Nutrien's percentage of fault was small compared to Mavericks' percentage, that Nutrien timely sprayed plaintiffs' crops, and that the small part of plaintiffs' fields that Nutrien was unable to spray in a timely manner was due to the field being too wet to spray. Nutrien was finally able to spray the last portion of the field about two days later. Plaintiffs' manager concluded that Nutrien did everything it could have done under the circumstances.

Nutrien's expert also testified that Nutrien's pesticide recommendation was timely and that it made its pesticide applications "by the book." He also testified that the cause of the NOW infestation was Mavericks' neglect of its almond orchard, not any negligence on Nutrien's part.

Thus, plaintiffs' chances of prevailing against Nutrien were small, and it was reasonable for them to settle their claim for $30,000. In fact, it appears that the settlement is generous given the lack of evidence that Nutrien had any share of the liability. The settlement is well within the ballpark of reasonable settlement amounts in light of the lack of evidence that Nutrien caused plaintiffs' damages. There is no evidence that the settlement was the product of fraud or collusion.

The other *Tech-Bilt* factors are also neutral or weigh in favor of finding that the settlement is in good faith. Under the terms of the settlement, Nutrien will have no involvement in the allocation of the settlement payment after paying the settlement to plaintiff. Nutrien's financial condition is also not a factor, since it is a large and well-capitalized corporation that is not in financial distress. Finally, Nutrien's share of liability appears to be far less than Mavericks' share, since the evidence indicates that Nutrien did not breach its duty or unduly delay when it applied pesticides to plaintiffs' crops.

In addition, Mavericks has not filed any opposition or made any showing that the settlement was collusive, fraudulent, or grossly disproportionate to Nutrien's probable share of liability. Therefore, the court intends to grant Nutrien's motion finding that the settlement is in good faith under Code of Civil Procedure section 877.6.

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: KCK on 07/01/26 .
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Jacques v. Maxco Supply, Inc.***
Case No. 24CECG01797

Hearing Date: July 2, 2026 (Dept. 501)

Motion: Plaintiffs' Motion for Approval of PAGA Settlement and Reasonable Attorney's Fees and Costs

Tentative Ruling:

To deny without prejudice. (Lab. Code, §§ 2698 et seq.)

Explanation:

1. Introduction

Under Labor Code section 2699, "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to [PAGA]. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." (Lab. Code, § 2699, subd. (s)(2).)

The statute does not explain what exactly the trial court should consider when reviewing a proposed PAGA settlement. However, in *Moniz v. Adecco USA, Inc*. (2021) 72 Cal.App.5th 56, the Court of Appeal did provide some guidance. The court explained that "many federal district courts have applied the 'fair, reasonable, and adequate' standard from class action cases to evaluate PAGA settlements." (*Id.* at pp. 75–76, disapproved on other grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664.) "Given PAGA's purpose to protect the public interest, we also agree with the LWDA and federal district courts that have found it appropriate to review a PAGA settlement to ascertain whether a settlement is fair in view of PAGA's purposes and policies. We therefore hold that a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77, internal citations and footnote omitted.) On the other hand, "PAGA does not provide that aggrieved employees must be heard on the approval of PAGA settlements… PAGA provides no mechanism for aggrieved employees, including those pursuing PAGA lawsuits, to be heard in objection to another PAGA settlement. This concession is dispositive, and we will not read a requirement into a statute that does not appear therein." (*Id.* at p. 79, internal citation omitted.)

2. Notice to LWDA

Labor Code section 2699, subdivision (s)(2), states: "The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." Plaintiffs' counsel has shown that notice of the settlement was provided to the LWDA on February 5, 2025. (Lazar Decl., ¶ 41.)

3. Is the Settlement Fair, Adequate, and Reasonable?

As mentioned above, the Court of Appeal in *Moniz v. Adecco USA, Inc., supra*, 72 Cal.App.5th 56 stated that the trial court should review PAGA settlements to determine whether they are fair, adequate and reasonable. (*Moniz, supra*, at pp. 75-77.) "Because many of the factors used to evaluate class action settlements bear on a settlement's fairness—including the strength of the plaintiff's case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount—these factors can be useful in evaluating the fairness of a PAGA settlement." (*Id.* at p. 77.)

"Given PAGA's purpose to protect the public interest, we also agree with the LWDA and federal district courts that have found it appropriate to review a PAGA settlement to ascertain whether a settlement is fair in view of PAGA's purposes and policies. We therefore hold that a trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Ibid*, internal citations and footnote omitted.)

a. Strength of the Case

The operative pleading, the Second Amended Complaint, alleges a sole cause of action for penalties pursuant to PAGA, based on various Labor Code violations. Plaintiffs argue the settlement is reasonable and will redress the alleged civil code violations experienced by the 787 PAGA members. (Lazar Supp. Decl., ¶ 5.) Defendant provided time and payroll data representing a 20% sample of the PAGA members which was in turn analyzed by plaintiff's counsel who determined the potential exposure for defendant was $3,238,160. (Lazar Supp. Decl., ¶ 6.)

Regarding weaknesses of the claims, plaintiff notes the court's discretion to reduce the civil penalties and defendant's defenses. Plaintiff's counsel details her assessment of the merits and risks of each violation alleged based upon her experience prosecuting such claims. (Lazar Supp. Decl., ¶¶ 8-16.)

The discussion of the strengths and weaknesses of the case is conclusory and insufficient to justify a settlement in any amount.

b. Stage of the Proceeding

A presumption of fairness exists where the settlement is reached through arm's length mediation between adversarial parties, where there has been investigation and discovery sufficient to allow counsel and the court to act intelligently, and where counsel is experienced in similar litigation. (*Dunk v. Ford Motor Company* (1996) 48 Cal. App 4th 1794, 1802.) Here, the case settled after the parties attended mediation. Plaintiffs' counsel are highly experienced in representative litigation.

Plaintiffs attest to the settlement as a product of arm's-length negotiations facilitated by mediator Monique Ngo-Bonnici. (Lazar Decl. ¶ 16.) The mediation on May 5, 2025 resulted in the settlement now before the court. (Ibid.) Regarding pre-settlement discovery, counsel states that defendant provided a 20% sample of time and payroll records for PAGA members and that these records were analyzed by counsel for use in settlement negotiations. (Lazar Supp. Decl., ¶ 5.)

This factor weighs in favor of approval.

c. *Risks of Litigating Case through Trial*

Counsel notes that the parties both recognized the cost, time, inconvenience, and delay in the continued litigation PAGA claim.

d. *Amount of Settlement*

The gross settlement is $800,000, and to assess the reasonableness of this amount, the court needs a good valuation of the total potential penalties. In the supplemental declaration, plaintiffs' counsel provides analysis of the value of the respective violations supporting the PAGA penalties. (Lazar Supp. Decl., ¶¶ 8-16.) However, no foundation for the number of employees and pay periods has been provided.

e. *Experience and Views of Counsel*

Plaintiff's counsel are highly experienced in class and representative litigation. They have stated that the settlement is fair, adequate and reasonable under the circumstances. Therefore, this factor weighs in favor of approval.

f. Government Participation

No government entity participated in the case, so this factor does not favor either approval or disapproval of the settlement.

g. *Scope of the release*

> … PAGA's statutory scheme and the principles of preclusion allow, or "authorize," a PAGA plaintiff to bind the state to a judgment through litigation that could extinguish PAGA claims that were not specifically listed in the PAGA notice where those claims involve the same primary right litigated. Because a PAGA plaintiff is authorized to settle a PAGA representative action with court approval (§ 2699, (*l*)(2)), it logically follows that he or she is authorized to bind the state to a settlement releasing claims commensurate with those that would be barred by res judicata in a subsequent suit had the settling suit been litigated to judgment by the state.

(*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 83.)

Here, the settlement agreement provides that the following claims would be released:

> All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Released Parties from all claims,

> rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice for PAGA civil penalties, including, but not limited to, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in connection with alleged violations of Labor Code sections 201,202,203,204,226,226.3, 226.7, 246, et seq., 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 2699 and 2810.5, among others.

(Lazar Decl., Exh. 1.)

This is consistent with the Notices sent by each plaintiff. (Lazar Decl., Exh. 2.) The scope of the release appears to be appropriately limited to the PAGA claims of which the LWDA was given notice and those supported by the allegations of the complaint.

4. Attorney's Fees and Costs

Plaintiffs' attorneys seek an award of $266,666.67 in attorneys' fees (1/3 of the gross settlement), and up to $40,000 in costs.

Courts have approved awards of fees in class actions that are based on a percentage of the total common fund recovery. (*Laffitte v. Robert Half Internat.* (2016) 1 Cal.5th 480, 503.) It appears that the same reasoning would apply to PAGA settlements, which bear similarities to class actions. However, the court may also perform a lodestar calculation to double check the reasonableness of the fee request. (*Id.* at pp. 504-506.)

A court assessing attorney's fees begins with a touchstone or lodestar figure, based on the 'careful compilation of the time spent and reasonable hourly compensation of each attorney … involved in the presentation of the case." (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48.) As our Supreme Court has repeatedly made clear, the lodestar consists of "the number of hours *reasonably expended* multiplied by the *reasonable* hourly rate. …" (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095, italics added; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1134.)

Here, the billing rates (reaching $1,200 per hour) are excessive and unrealistic in the local market. Counsel asserts that attorney rates surveyed included firms from all over the state, "including firms in San Francisco County, which should be equally representative of Fresno." (Lazar Supp. Decl., ¶ 17.) San Francisco and Fresno Counties are not comparable. The court would be inclined to reduce counsels' billing rates consistent with those of counsel in Fresno County.

5. Administration Costs

The settlement agreement provides that settlement administrator ILYM Group, Inc., will receive $8,450 to cover administration costs. While ILYM has provided a declaration from one of its representatives stating how much it will charge for administration costs, there is no indication that the parties received bids from other administrators. The court cannot determine that this is a reasonable fee to administer *this* settlement.

6. Incentive Award to Named Plaintiffs

The settlement also provides that the three named plaintiffs will receive incentive awards of $10,000 each. There is nothing in PAGA that specifically authorizes an additional incentive payment to the named plaintiffs. PAGA only authorizes awards of penalties to aggrieved employees based on actual violations of the Labor Code. (Labor Code § 2699(i).) Plaintiffs argue that the California Supreme Court has indicated approval of such awards in *Turrieta v. Lyft, Inc., supra*, 16 Cal.5th 664. However, there the Supreme Court noted it was considering a limited issue of whether a "plaintiff in a representative action filed under PAGA ha[s] the right to intervene, or object to, or move to vacate a judgment in a related action that purports to settle the claims that plaintiff has brought on behalf of the State." (*Id*. at p. 632-633.) The court is not inclined to award plaintiffs an incentive award.

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: KCK on 07/01/26 .
(Judge's initials) (Date)

(37)

<u>Tentative Ruling</u>

Re: ***Ron Miller Enterprises Inc. v. Alex Delamora***
Superior Court Case No. 23CECG00856

Hearing Date: July 2, 2026 (Dept. 501)

Motion: Plaintiff's Petition to Exceed Fee Schedule

Tentative Ruling:

To continue the matter to Thursday, August 13, 2026 at 3:30 p.m. in Department 501. Counsel is to file a supplemental declaration regarding billing no later than July 30, 2026.

Explanation:

The court has reviewed plaintiff's petition consistent with Fresno Superior Court Local Rules Appendix A1, subdivision (A)(3). Plaintiff's counsel has demonstrated that counsel's efforts and time in this matter warrants an award exceeding the fee schedule. However, the billing records include billing entries for another matter. Additionally, the court is not inclined to include the five percent to cover operating overhead. The matter is continued for counsel to provide a supplemental declaration demonstrating hours worked solely in this matter. Counsel is also encouraged to file an amended proposed default judgment with the reduced attorney's fees requested.

The court would note that there is a pending request for court judgment. In this petition, plaintiff also requests the court grant the pending default judgment. However, the court notes that the judgment is sought as to Alex and Elena Delamora. Defendant BBC Investment Group dba Champion Motorz has neither been defaulted nor dismissed. The Doe Defendants have also not been dismissed. Counsel is encouraged to address this when filing the supplemental declaration.

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: <u>KCK</u> on <u>07/01/26</u>.
(Judge's initials) (Date)