Tentative Rulings for August 21, 2025
Department 503

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 503

Begin at the next page

(47)

Tentative Ruling

Re: ***Jay Fowler v. Khalid Alsaber***
Superior Court Case No. 24CECG01140

Hearing Date: August 21, 2025 (Dept. 503)

Motion: Default Hearing

Tentative Ruling:

Grant.

Explanation:

In January of 2024, plaintiff replaced a fence separating his property from defendant's. Defendant threatened to tear the newly replaced fence. Plaintiff has since sought declaratory relief that plaintiff was entitled to replace his fence and a permanent injunction to prevent defendant from harming the newly replaced fence.

Under these circumstances, a declaratory judgment is warranted under Code of Civil Procedure section 1060 and a permanent injunction shall be granted in accordance with Civil Code section 3422.

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: JS on 8/14/2025.
(Judge's initials) (Date)

(35)

Tentative Ruling

Re: ***Kaur v. Palka Bazar, LLC et al.***
Superior Court Case No. 23CECG00493

Hearing Date: August 21, 2025 (Dept. 503)

Motion: Plaintiff's Motion for Approval of PAGA Settlement

Tentative Ruling:

To deny without prejudice.

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. (i)(2).)

'"'A representative action under PAGA is not a class action'"', and is instead a 'type of qui tam action', a standard requiring the trial court to determine independently whether a PAGA settlement is fair and reasonable is appropriate. Class actions and PAGA representative actions have many differences, with one salient difference being that certain due process protections afforded to unnamed class members are not part of PAGA litigation because aggrieved employees do not own personal claims for PAGA civil penalties. Nonetheless, the trial court must 'review and approve' a PAGA settlement, and the Supreme Court has in dictum referred to this review as a 'safeguard[ ].' The Supreme Court has also observed that trial court approval 'ensur[es] that any negotiated resolution is fair to those affected.' When trial court approval is required for certain settlements in other qui tam actions in this state, the statutory standard is whether the settlement is 'fair, adequate, and reasonable under all the circumstances.' Thus, while PAGA does not require the trial court to act as a fiduciary for aggrieved employees, adoption of a standard of review for settlements that prevents 'fraud, collusion or unfairness', and protects the interests of the public and the LWDA in the enforcement of state labor laws is warranted. 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." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77, internal citations omitted.)

"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." (*Moniz v. Adecco USA, Inc.*, *supra*, 72 Cal.App.5th 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." (*Moniz v. Adecco USA, Inc.*, *supra*, 72 Cal.App.5th at p. 79, internal citation omitted.)

2. Notice to Labor and Workforce Development Agency

Labor Code section 2699, subdivision (l)(2), states: "The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court."

Here, counsel for plaintiff Bhagwan Kaur ("Plaintiff") states that notice of the settlement was given to the Labor and Workforce Development Agency ("LWDA") on May 30, 2025. (Narayan Decl., ¶ 22.) Therefore, Plaintiff has complied with the requirement to give notice of the settlement to the LWDA.

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

As mentioned above, the Court of Appeal in *Moniz v. Adecco USA, Inc.* stated that the trial court should review PAGA settlements to determine whether they are fair, adequate and reasonable. (*Moniz v. Adecco USA, Inc.*, *supra*, 72 Cal.App.5th 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.)

Here, it does appear that the proposed settlement is fair, adequate and reasonable under the circumstances. Plaintiff seeks approval of a $10,000.00 settlement on behalf of 5 aggrieved employees. (Schwin Decl., ¶ 31.)

A. Strength of Case: Plaintiff notes that this action is primarily a single-plaintiff wage and hour dispute. Plaintiff alleged violations of failure to pay minimum wage and overtime, and failed to provide requisite rest and meal breaks. Plaintiff submits that she and the other employees were paid a flat monthly salary that did not fluctuate based on hours worked. (Schwin Decl., ¶ 32.) Counsel submits that the violations might have allowed up to $323,380. Defendants Pala Bazar, LLC, El Phoenix Group, LLC, Baljit Kaur and Gurdeep Singh (together "Defendants") raised many defenses to the claims. Also, there is a real chance that, even if Plaintiff won at trial, the court would substantially reduce the amount of the penalties. Therefore, the proposed settlement of Plaintiff's

claim for $10,000.00 appears to be generally reasonable given the relative strengths and weaknesses of Plaintiff's claims.

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 exchanged some informal discovery and attended mediation. It appears that counsel obtained sufficient information to make an informed decision about settling the case. Plaintiff's counsel are also experienced in representative litigation. Therefore, this factor weighs in favor of approving the settlement.

C. Risks of Litigating Case through Trial: As discussed above, Defendants raised defenses, and litigating the case through trial would have involved considerable risks for Plaintiff. There would also have been substantial costs to both parties in trying the case. Therefore, the risks of litigating the case were substantial, and this factor weighs in favor of approving the settlement.

D. Amount of Settlement: As discussed above, the amount of the settlement appears to be reasonable given Defendants' defenses and the likelihood that Plaintiff would not be able to recover the full amount of penalties sought. There is also a risk that the trial court would exercise its discretion to reduce the amount of penalties even if Plaintiff prevailed at trial. Therefore, the amount of the settlement appears to be fair, adequate, and reasonable under the circumstances.

E. Experience and Views of Counsel: Plaintiff's counsel are 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. Attorney's Fees and Costs: Counsel does not seek to recover fees and costs from the aggrieved employees.

H. Payment to Named Plaintiff: Plaintiff does not seek a payment for acting on behalf of the aggrieved employees.

I. Administration Costs: Counsel for Plaintiff seeks to self-administer the settlement due to the amount of aggrieved employees totaling only five. The court approves counsel for Plaintiff to administer the settlement without further compensation.

J. Settlement Terms: As a final issue, the court has carefully reviewed the terms of the settlement. Defendants have agreed to pay a total of $150,000.00, inclusive of the PAGA settlement of $10,000.00. (Schwin Decl., Ex. C, pp. 4-5.) Payments are expected over a period of 70 months. (*Id.*, Ex. C, p. 5.) The parties contemplate payment on the PAGA settlement to occur some 65 months, nearly 5.5 years, after the approval of the settlement. (*Ibid.*) The court will not approve this term. Adding another 65 months to the

PAGA period that runs from October 2021 only increases the possibility that potential beneficiaries will no longer be found. Neither does Plaintiff provide any reasonable explanation why PAGA members and the LWDA should be made to wait for the period contemplated, rather than be paid immediately.

Because of the unreasonable delay for payment on the settlement, which appear to be core to the terms of the settlement, the court will not approve the settlement as submitted.

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: JS on 8/18/2025.
(Judge's initials) (Date)

(20) **Tentative Ruling**

Re: ***Rodriguez v. Markarian, et al.***
Superior Court Case No. 23CECG00442

Hearing Date: August 21, 2025 (Dept. 503)

Motion: Plaintiff's Motion for Final Approval of Class Action Settlement

Tentative Ruling:

To continue the hearing to September 24, 2025, at 3:30 p.m. in Department 503. Class counsel shall file a supplemental declaration addressing the issue specified below by September 12, 2025.

Explanation:

"Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement." (Cal. Rules of Court, rule 3.769(g).) "The trial court has broad discretion to determine whether a class action settlement is fair. It should consider 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." (*Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 336.)

The court has already considered these factors and found the settlement to be fair and reasonable. The court has already advised that it will approve a $5,000 incentive payment to plaintiff, and approve the settlement administration costs as requested. The primary issue left to be decided is the attorneys' fee award.

As a general rule, the lodestar method is the primary method for calculating the amount of class counsel's attorney's fees; however, the percentage-of-the benefit approach may be proper when there is a common fund. In some cases, it may be appropriate, when the monetary value of the class benefit can be determined with a reasonable degree of certainty, such as this one, for the judge to cross-check or adjust the lodestar amount in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation. (See *Laffitte v. Robert Half Int'l, Inc*. (2016) 1 Cal.5th 480, 488–497; *Roos v. Honewell Int'l, Inc*. (2015) 241 Cal.App.4th 1472, 1490–1494; *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.)

The lodestar analysis is based on a "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.)

Reasonable hourly compensation is the "hourly prevailing rate for private attorneys in the community conducting noncontingent litigation of the same type." (*Id.* at p. 1133.)

Lenden Webb claims that his billing rate for contingency cases during this action ranged from $920 to $1,080 per hour. It is unclear how a billing rate fluctuates when one does not have a paying client. Webb claims that his 8-year associate Christopher Nichols' rate is $760 per hour. And Webb claims rates for law clerks and paralegals of $200-475 per hour, without specifying the individuals or their experience level. (See Webb Decl., ¶¶ 19-21.) All of these claimed billing rates are, frankly, absurdly high. They appear to be simply made up.

The court will approve the following rates: $500 per hour for Webb, $375 for Nichols, $125 for law clerks, and $150 for paralegals. These rates are higher than local market rates to account for the contingent nature of the representation.

Due to the vagueness in Webb's declaration regarding how many hours were worked by law clerks and paralegals, the court will require Webb to submit a revised declaration specifically showing how many hours were worked by each individual, and updating Exhibit 3 to the declaration to reflect the approved billing rates.

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: JS on 8/19/2025 .
(Judge's initials) (Date)

(46)

Tentative Ruling

Re: ***Larryanna Reed v. Maiyer Hang***
Superior Court Case No. 25CECG03437

Hearing Date: August 21, 2025 (Dept. 503)

Motion: Petition to Approve Compromise of Disputed Claim of Minor

Tentative Ruling:

To grant the petitions to approve the compromised claims of minors Rylan Joy Castanon and Larryanna Marie Reed. The court intends to sign the proposed orders. No appearances are necessary.

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: JS on 8/19/2025.
(Judge's initials) (Date)

(46)

Tentative Ruling

Re: ***Scott Schroeder v. Randall King***
Superior Court Case No. 25CECG02293

Hearing Date: August 21, 2025 (Dept. 503)

Motion: to Confirm Arbitration Award

Tentative Ruling:

To grant the petition of Scott Schroeder and Kelly Schroeder to confirm the arbitration award and to enter judgment in conformity with the arbitrator's decision, including interest in the amount of $1,044.00. (Code Civ. Proc. § 1285, *et seq*.)

Explanation:

The Petition Conforms with Code of Civil Procedure section 1285 and May be Granted

Under Code of Civil Procedure section 1285, "Any party to an arbitration in which an award has been made may petition the court to confirm, correct or vacate the award. The petition shall name as respondents all parties to the arbitration and may name as respondents any other persons bound by the arbitration award." (Code Civ. Proc., § 1285.)

"A petition … shall: [¶] (a) Set forth the substance of or have attached a copy of the agreement to arbitrate unless the petitioner denies the existence of such an agreement. [¶] (b) Set forth the names of the arbitrators. [¶] (c) Set forth or have attached a copy of the award and the written opinion of the arbitrators, if any." (Code Civ. Proc., § 1285.4.)

Here, the arbitrator issued his final award on February 7, 2025. (Petn., ¶ 8, Exh. 2.) Petitioners Scott Schroeder and Kelly Schroeder ("petitioners") now move to confirm the award pursuant to Code of Civil Procedure section 1285. The petition is verified and includes the name of the arbitrator and a copy of the arbitrator's award. The petition also includes a copy of the Terms and Conditions for Service that contains the arbitration agreement. (Petn., Exh. 1, ¶ 15.) Petitioners have served respondent Randall King ("respondent") with notice of their petition, but respondent has not filed any opposition or other response, nor raised any objections to the award.

Petitioners are entitled to have the arbitration award confirmed. Respondent has not filed opposition or made any attempt to show the award was legally defective or incorrect. Therefore, it appears that respondent has no objections to the petition to confirm the arbitration award, and the court intends to grant the petition, confirm the award, and enter judgment thereon.

Interest Following the Arbitrator's Award Prior to Entry of Judgment is Allowable

Petitioners seek interest on the arbitration award starting on the date of the award. As their authority for recovery of this interest, they cite to the following: "Interest was awarded […] solely upon the arbitration award from the date of the award. As of the date of the award, respondents were entitled to 'recover damages certain' through entry of judgment confirming the award." (*Britz, Inc. v. Alfa-Laval Food & Dairy Co.* (1995) 34 Cal.App.4th 1085, 1106.) The reasoning of the court in *Britz* was that the arbitration award was the "contractual equivalent of a judgment." (*Id*., at p. 1107) "Although the interest was pre- 'judicial judgment,' it was post- 'contractual judgment.' " (*Ibid*.) To deny the petitioners interest where in other proceedings a judgment would have been entered, it would effectively be punishing them for using arbitration.

The court finds this reasoning to be sound, and the petitioners' calculations to be accurate. The judgment will include $1,044.00 in interest accrued since February 7, 2025, the date of the final award.

Attorney's Fees Not Recoverable

The petitioners seek to recover attorney's fees for enforcing the arbitration award, citing to the parties' original contract. However, the arbitrator specified in his order of the award that "There is **no** provision in the contract for attorney's fees and **any** request for attorney's fees is hereby denied." (Petn., Exh. 2, emphasis added.) This does not consider or exclude attorney's fees for enforcing the arbitration award, and petitioners have not provided authority or evidence that the requested attorney's fees fall outside the arbitrator's determination of "any request for attorney's fees."

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: JS on 8/19/2025.
(Judge's initials) (Date)

(27)

Tentative Ruling

Re: ***Kathryn Crouch v. Saint Agnes Medical Center / COMPLEX /CLASS ACTION / LEAD CASE***
Superior Court Case No. 22CECG03349

Hearing Date: August 21, 2025 (Dept. 503)

Motion: Application by Attorney Alfredo Montelongo to Appear Pro Hac Vice

Tentative Ruling:

To grant.

Explanation:

The application of Texas attorney Alfredo Montelongo appears to comply with the requirements set forth by the State Bar of California and rule 9.40 of the California Rules of Court. In addition, from the court's record it appears no opposition has been filed. Therefore, the application is granted.

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: JS on 8 /20/2025.
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: ***Roger Hernandez v. Western Power Sports, Inc.***
Superior Court Case No. 22CECG02123

Hearing Date: August 21, 2025 (Dept. 503)

Motion: For Preliminary Approval of Class Settlement

Tentative Ruling:

To grant.

The motion for final approval and for an award of fees and costs will be heard on Thursday, March 12, 2026 at 3:30 p.m. in Department 503. Papers for such motions need to be filed and served no later than February 27, 2026.

Explanation:

1. Class Certification

Settlements preceding class certification are scrutinized more carefully to make sure that absent class members' rights are adequately protected, although there is less scrutiny of manageability issues. (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 240; see *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1803, fn. 9.) The trial court has a "fiduciary responsibility" as the guardian of the absentee class members' rights to decide whether to approve a settlement of a class action. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 95.)

A precertification settlement may stipulate that a defined class be conditionally certified for settlement purposes. The court may make an order approving or denying certification of a provisional settlement class after the preliminary settlement hearing. (Cal. Rules of Court, rule 3.769(d).) Before the court may approve the settlement, however, the settlement class must satisfy the normal prerequisites for a class action. (*Amchem Products, Inc. v. Windsor* (1997) 521 US 591, 625-627.)

"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.)

Plaintiffs bear the burden of establishing the propriety of class treatment *with* admissible evidence. (*Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470 [trial court's ruling on certification supported by substantial evidence generally not disturbed

on appeal]; *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1107-1108 [plaintiff's burden to produce substantial evidence].)

Here, the putative class members are current and former non-exempt employees who worked for Western Power Sports from July 12, 2018 to February 3, 2024. Class members can be ascertained from defendants' records. The putative class consists of an estimated 239 members. (Loos Decl., ¶ 9.) The numerosity and ascertainability criteria are satisfied.

Under the community of interest requirement, the class representative must be able to represent the class adequately. (*Caro v. Procter & Gamble* (1993) 18 Cal.App.4th 644, 669.) "[I]t has never been the law in California that the class representative must have identical interests with the class members . . . 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.)

Usually, in wage and hour class actions or PAGA class claims, 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."

Common questions in this class include whether defendant failed to provide meal and rest breaks, failed to pay wages for all time worked including minimum wage and overtime, failed to provide accurate wage statements, failed to reimburse employees for necessary business expenses, and derivative claims for waiting time penalties, violation of the California Business & Professions Code, and PAGA claims. (Loos Decl., ¶¶ 10-11.) The motion is supported by a declaration from plaintiff showing that each cause of action is premised on the application of policies applied to non-exempt hourly employees causing plaintiff to experience Labor Code violations, including missed meal periods, the failure to be paid all wages, failure to receive accurate wage statements, etc.

The adequacy of representation component of the community of interest requirement for class certification comes into play when the party opposing certification brings forth evidence indicating widespread antagonism to the class suit. "'The adequacy inquiry … serves to uncover conflicts of interest between named parties and the class they seek to represent.' [Citation.] '… To assure "adequate" representation, the class representative's personal claim must not be inconsistent with the claims of other members of the class. [Citation.]' [Citation.]" (*J.P. Morgan & Co., Inc. v. Superior Court* (2003) 113 Cal.App.4th 195, 212.) Here, plaintiff has provided his declaration indicating his experiences were similar to other non-exempt employees. (Hernandez Decl., ¶ 4.)

"[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 has

shown that the law firm is experienced and that the firm has successfully litigated other class actions. (Loos Decl., ¶¶ 24-36.) Therefore, it does appear that class counsel has shown that the firm is adequate to represent the interests of the class. Additionally, the declaration from plaintiff does not indicate any conflict of interest. (Hernandez Decl., ¶ 8.)

The class may be certified for settlement purposes.

2. Settlement Approval

"[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." (*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.)

In support of the proposed settlement amounts, counsel has provided counsel's declaration. The declaration states that counsel reviewed the records and received input from an expert. (Loos Decl., ¶ 11.) Counsel also includes a declaration from an expert. (Berger Decl.) Sean Berger is a senior data analyst. (Berger Decl., ¶ 1.) He reviewed records for 154 employees and determined the sampling size and methodology were appropriate and reliable for demonstrating damages for the class. (Berger Decl., ¶ 10.) There is a sufficient explanation to support the figures as calculated in Loos' declaration.

Counsel's analysis supports a finding that the risks, costs, and uncertainties of taking the case to trial weigh in favor of settling the action for $705,000. Plaintiff also offers evidence regarding the views and experience of counsel who states that he believes that the settlement is fair and reasonable based on his experience with class litigation. (Loos Decl., ¶¶ 3-20.) Plaintiff also points out that the settlement was reached after arm's length mediation, and that counsel conducted informal pre-mediation data production and engaged the services of an expert to assess the data. These factors weigh in favor of finding that the settlement is fair, adequate, and reasonable.

Plaintiffs' counsel seeks a fee award based on 1/3 of the gross settlement. While it is true that courts have found fee awards based on a percentage of the common fund are reasonable, the California Supreme Court has also found that the trial court has discretion to conduct a lodestar "cross-check" to double check the reasonableness of the requested fees. (*Laffitte v. Robert Half Intern. Inc*. (2016) 1 Cal.5th 480, 503-504 [although class counsel may obtain fees based on a percentage of the class settlement, courts may also perform a lodestar cross-check to ensure that the fees are reasonable in light of the number of hours worked and the attorneys' reasonable hourly rates].) Here, counsel has provided billing records and evidence supporting the hourly rates claimed. The current billing indicates a total of $119,750, which is less than the amount sought in

the settlement. Counsel will need to address this discrepancy in the final approval motion.

The motion seeks preliminary approval of a $10,000 "service award" to the plaintiff. This award is in addition to plaintiff's share of the settlement fund as a class member. There is no "presumption of fairness" in review of an incentive fee award. (*Clark v. Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Preliminary approval may be granted at this time, though a lower amount may be awarded at final approval, as there is limited evidence indicating any substantive contributions by the plaintiff during the period of time between the case being filed and ultimately settled, neither is there evidence of any real risk to plaintiff in being named in a representative action apart from the theoretical.

The parties agreed to use Phoenix Class Action Administration Solutions as settlement administrator. The motion represents that the cost of administration will not exceed $6,900. Jodey Lawrence of Phoenix Class Action Administration Solutions provides a declaration detailing the tasks that will be performed by the administrator, and estimate of the administration costs, which are not expected to exceed $6,900. The administrator shall provide an update of the expected total costs with the final approval motion.

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: JS on 8/20/2025.
(Judge's initials) (Date)