

Tentative Rulings for March 10, 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.

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Tentative Rulings for Department 403

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(20)

Tentative Ruling

Re: **Lopez v. Fresno Unified School District**
Superior Court Case No. 25CECG03271

Hearing Date: March 10, 2026 (Dept. 403)

Motion: Demurrer to First Amended Complaint

If oral argument is timely requested, it will be entertained on Thursday, March 12, 2026, at 3:30 p.m. in Department 403.

Tentative Ruling:

To sustain the demurrers to the second and third cause of action without leave to amend. Defendant shall file its answer to the First Amended Complaint ("FAC") within 10 days of service of the order by the clerk.

Explanation:

This is a personal injury action brought by minor plaintiff Zyon Lopez against Fresno Unified School District ("FUSD"). The FAC alleges that on 3/14/25 plaintiff, a student at Fremont Elementary School, was being escorted to the office by a substitute teacher. "The District employee escorted Plaintiff in an unsafe and dangerous manner by pushing, pulling and jostling plaintiff in an inappropriate manner. As a result, Plaintiff's fingers became caught and crushed within a doorframe that contained faulty component parts that resulted in a swinging door that closed quickly and forcefully ('DOORFRAME')." FUSD "carelessly and negligently designed, constructed, owned, operated, maintained, inspected, and controlled the DOORFRAME in the office at Fremont Elementary School in such a way that rendered it unsafe for foreseeable use." The FAC alleges the following causes of action:

1. Negligence (Gov. Code §§ 815.2, 820; Ed. Code § 44807)
2. Dangerous Condition of Public Property (Gov. Code §§ 835, 835.2, 830); and
3. Failure to Discharge a Mandatory Duty (Gov. Code § 815.6)

FUSD demurs to the second and third causes of action, but not the first. In support of the demurrer, FUSD requests judicial notice of (in addition to the FAC) the claim for damages submitted by plaintiff to FUSD. The unopposed request is granted.

Sufficiency of the Claim for Damages

Government Code section 945.4 provides that no suit for money or damages may be brought against a public entity on a cause of action for which a claim is required to be presented in accordance with Government Code section 910 until a written claim has been presented to the public entity and has been acted upon or has been deemed to have been rejected. A written claim submitted to a public entity must state the date, place, and circumstances of the occurrence which gave rise to the claim asserted and

provide a general description of the injury, damage or loss incurred. (Gov. Code, § 910.) While a claim need not contain the detail and specificity required of a pleading, it must fairly describe what the entity is alleged to have done. (*Stockett v. Association of Cal. Water Agencies Joint Powers Ins. Authority* (2004) 34 Cal.4th 441, 446.) And the complaint must also rely on the same underlying facts as those reflected in a timely written claim. (*Id.* at p. 447.) A complaint is subject to demurrer if it alleges a factual basis for recovery which is not fairly reflected in the written claim. (*Ibid.*) “Where the complaint merely elaborates or adds further detail to a claim, but is predicated on the same fundamental actions or failures to act by the defendants, courts have generally found the claim fairly reflects the facts pled in the complaint.” (*Ibid.*) “[E]ach cause of action must have been reflected in a timely claim.” (*Fall River Joint Unified School District v. Superior Court* (1988) 206 Cal.App.3d 431, 434.)

Here, the claim alleges that “Claimant was involved in an incident at Fremont Elementary School, 1005 W Weldon Ave, Fresno, CA 93705. His left middle and pointer fingers were severed by the front office door while being pushed in by a teacher assistant.” In the field asking what act or omission by the District or its employee caused the alleged injury, plaintiff stated: “Negligence. Teacher assistant name unknown as this time. Investigation is ongoing.” (RJN Exh. B.)

FUSD contends that the complaint alleges acts by different persons than those described in the claim. The claim identifies a “teacher assistant.” But a teacher assistant, whose identity apparently was not known at the time the claim was submitted, would still presumably be a FUSD employee. This is not a basis for sustaining the demurrer.

However, the claim does not identify or set forth any facts related to a claim for dangerous condition of public property. The claim only reflects that plaintiff was injured “by the front office door while being pushed in by a teacher assistant.” There is nothing in the claim that alludes to any defect in the door or dangerous condition of public property. No such claim is “fairly reflected” in the claim submitted. (*Stockett, supra*, at p. 447.) The FAC does add details, but it is a theory and cause of action that is not reflected in the claim. For that reason the demurrer to the second cause of action for dangerous condition of public property is sustained without leave to amend. There is no need to address FUSD’s additional argument that the second cause of action lacks sufficient particularity.

The third cause of action is based on allegations that FUSD failed to maintain safe and hazard-free facilities (i.e., there was a dangerous condition of public property), and failed to adequately supervise students. In light of the allegation that plaintiff was injured while being pushed by the assistant or substitute teacher, this would be fairly encompassed in the FAC’s allegation of failure to adequately supervise students. Accordingly, the claim for damages is sufficient as to the third cause of action.

Failure to Discharge Mandatory Duty

The FAC alleges failure to ensure student safety as required by Education Code sections 44807, 32282–32283 and California Code of Regulations, Title 5, section 5551. (FAC ¶ 23.) As the moving papers recognize, Government Code section 815.6 imposes

liability on a public entity when it fails to discharge a mandatory duty. The court will address each “mandatory duty” alleged in the FAC.

Education Code section 44807 “requires only teachers to hold pupils to a strict account for their conduct; it does not purport to impose a mandatory duty more broadly on any public entity.” (*Hoff v. Vacaville Unified School Dist.* (1998) 19 Cal.4th 925, 939.) While the statute does address the “degree of physical control” that may be used in carrying out this duty, it does not clearly articulate a mandatory duty with regards to such physical control. Section 44807 clearly does not fit the facts of this case. Plaintiff’s reliance on Education Code section 44807 to support a claim under Government Code section 815.6 is misplaced.

Education Code section 32282 pertains to the development of comprehensive school safety plans that include: assessment of school crime; strategies for school safety; procedures for child abuse reporting; disaster procedures including earthquake protocols and fire evacuation plans; discipline policies; teacher notification of dangerous pupils; discrimination policies; dress code provisions; safe ingress/egress procedures; active shooter response protocols; cardiac arrest response procedures; opioid overdose protocols; and instructional continuity plans for emergencies. While schools are required to have such plans, schools have discretion in “identifying appropriate strategies and programs” that will provide or maintain a high level of school safety. (Educ. Code, § 32282, subd. (a)(2).) The FAC does not allege that FUSD failed to develop or maintain a safety plan. Again, plaintiff’s reliance on this statute is misplaced. Plaintiff cites to no authority supporting use of this statute under circumstances alleged here to support a claim for failure to discharge a mandatory duty.

Education Code section 32283 requires the Department of Justice and the State Department of Education to contract with professional trainers to assist schools in developing safety and crisis response plans, and provide bullying-prevention training. The mandatory duty imposed by the section, if any, rests with the Department of Justice and/or the State Department of Education, not FUSD. The opposition fails to even address this statute.

California Code of Regulations, Title 5, section 5551, provides that a school principal is responsible for the supervision and administration of their school. It is unclear what mandatory duty is imposed here that would have been breached under the facts alleged. The demurrer should be sustained as to the third cause of action as well.

Leave to Amend

While leave to amend is routinely granted, leave may be denied where leave to amend where the facts are not in dispute and no liability exists under substantive law. (*Jenkins v. JP Morgan Chase Bank, N.A.* (2013) 216 Cal.App.4th 497, 535.) Because plaintiff cannot go back and change the claim for damages, no leave to amend will be granted as to the cause of action for dangerous condition of public property. As noted above, all of the statutory bases for imposition of mandatory duty are inapplicable. Plaintiff in the opposition has not identified any manner in which the cause of action could effectively be amended.

(47)

Tentative Ruling

Re: **Ten-West Towing, Inc. v Melvin Marbinec**
Superior Court Case No. 25CECG02662

Hearing Date: March 10, 2026 (Dept. 403)

Motion: Default Prove-Up

If oral argument is timely requested, it will be entertained on Thursday, March 12, 2026, at 3:30 p.m. in Department 403.

Tentative Ruling:

To Grant.

Explanation:

To grant and sign the proposed judgment. No appearance 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:  on 3-9-26 .

(Judge's initials)

(Date)

(46)

Tentative Ruling

Re: ***In re: Graceson A. Vongsaly***
Superior Court Case No. 26CECG00722

Hearing Date: March 10, 2026 (Dept. 403)

Motion: Petition to Approve Compromise of Disputed Claim of Minor

If oral argument is timely requested, it will be entertained on Thursday, March 12, 2026, at 3:30 p.m. in Department 403.

Tentative Ruling:

To deny the petition.

Explanation:

Pursuant to Probate Code, section 3500 subdivision (a), "When a minor has a disputed claim for damages, money, or other property and does not have a guardian of the estate, the following persons have the right to compromise [...] the claim, unless the claim is against such person or persons: (1) Either parent if the parents of the minor are not living separate and apart, [or] (2) The parent having the care, custody, or control of the minor if the parents of the minor are living separate and apart." A court making an order approving a compromise of a minor's disputed claim shall make further orders regarding the funds directed to (1) a parent of the minor, (2) the guardian ad litem, or (3) the guardian of the estate of the minor. (Prob. Code, § 3601.) Probate Code section 3610 also anticipates a guardian of the estate being the one empowered to settle if there are no parents to do so.

Here, it is apparent that Petitioner Samantha Yang ("Petitioner") is not a parent of the Minor. At times, she is identified as his "aunt" (see Petition, PDF p. 36/44, see also Petition, PDF p. 24/44 – noted in entry as "auntie Samatha [sic]"). The Application for Appointment of Guardian Ad Litem filed by Petitioner on February 17, 2026, identifies Samantha Yang as "[a]n affiliate (nonfamilial) relationship... [a] Family Friend" to the Minor (although this disclosure is not signed by Petitioner). (See Application for Appointment of Guardian Ad Litem, Item 8.) Ms. Maria Arroliga is identified at various places in the medical records as the Minor's mother. (See Petition, PDF pp. 18/44 and 20/44.)

Further, Petitioner has not been appointed as the Minor's guardian ad litem, despite both Petitioner and her counsel identifying her as such throughout the Petition and on the settlement documents. The court did not grant the Application for Appointment of Guardian Ad Litem, and notated on the proposed Order for the same that such appointment "[w]ill require approval of at least one of minor's parents." (See Proposed Order Appointing Guardian Ad Litem, filed February 17, 2026 and reviewed by Hon. Lisa Gamoian on March 4, 2026.) The court further notes that neither has Mr.

Bounyom Tony Vongsaly been appointed as the Minor's guardian ad litem, despite signing an attorney fee agreement on the Minor's behalf. (See Petition, PDF p. 42/44.)

As Petitioner has not demonstrated the right to compromise on behalf of the Minor, the court denies the Petition.

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** **3-9-26** .

(Judge's initials)

(Date)

(37)

Tentative Ruling

Re: ***Garcia v. Farmers Direct Property and Casualty Insurance Company***

Superior Court Case No. 25CECG05102

Hearing Date: March 10, 2026 (Dept. 403)

Motion: By Petitioner for an Order Deeming Admissions Admitted

If oral argument is timely requested, it will be entertained on Thursday, March 12, 2026, at 3:30 p.m. in Department 403.

Tentative Ruling:

To grant, in part, and deny in part. The truth of the matters specified in the Requests for Admissions, Set One, Number 1 is to be deemed admitted unless Claimant Jose Garcia serves, before the hearing, a proposed response to this Request for Admission that is in substantial compliance with Code of Civil Procedure section 2033.220. The court finds that the objections to Request for Admissions Number 2 are validly made and therefore shall not be deemed admitted.

To deny monetary sanctions.

Explanation:

Claimant has only served objections to the Requests for Admissions. Failure to timely respond to requests for admissions results in a waiver of all objections to the requests, and upon proper motion the court *shall* deem them admitted. (Code Civ. Proc., § 2033.280.) The statutory language leaves no room for discretion. (*Tobin v. Oris* (1992) 3 Cal.App.4th 814, 828.) However, the court may relieve the party who fails to file a timely response if, before entry of the order deeming the requested matters admitted, the party in default 1) moves for relief from waiver and shows that the failure to serve a timely response was due to “mistake, inadvertence or excusable neglect; and 2) the party has served a response in “substantial compliance with Code of Civil Procedure Section 2033.220. (Code Civ. Proc., § 2033.280(a)-(c); see *Brigante v. Huang* (1993) 20 Cal.App.4th 1569, 1584.)

Here, the objections are not waived as those were served. The court finds that defendant’s objections to Request for Admissions Number 2 are validly made. For Requests for Admissions Number 1, this is subject to the above and will be deemed admitted if Claimant fails to serve responses by the hearing.

Sanctions are mandatory against a party whose failure to respond timely necessitates a motion to deem admitted. (Code Civ. Proc., § 2033.280, subd. (c).) In light of the above, the court finds that no sanctions are appropriate here. Claimant did not fail to respond timely and the court found that, of the two requests for admissions sought, one of the requests had valid objections.

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Tentative Ruling

Re: **Johnson v. World of Jeans & Tops**
Superior Court Case No. 23CECG00266

Hearing Date: March 10, 2026 (Dept. 403)

Motion: by Plaintiff for Approval of PAGA Settlement

If oral argument is timely requested, it will be entertained on Thursday, March 12, 2026, at 3:30 p.m. in Department 403.

Tentative Ruling:

To deny without prejudice.

Explanation:

Because an aggrieved employee's action under the [PAGA] functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government. The act authorizes a representative action only for the purpose of seeking statutory penalties for Labor Code violations (Lab. Code, section 2699, subds. (a), (g)), and an action to recover civil penalties 'is fundamentally a law enforcement action designed to protect the public and not to benefit private parties.

(Iskanian v. CLS Transportation Los Angeles, LLC (2014) 59 Cal.4th 348, 381.)

A PAGA representative action is therefore a type of *qui tam* action. Traditionally, the requirements for enforcement by a citizen in a *qui tam* action have been (1) that the statute exacts a penalty; (2) that part of the penalty be paid to the informer; and (3) that, in some way, the informer be authorized to bring suit to recover the penalty. The PAGA conforms to these traditional criteria, except that a portion of the penalty goes not only to the citizen bringing the suit but to all employees affected by the Labor Code violation. The government entity on whose behalf the plaintiff files suit is always the real party in interest in the suit.

(Id. at 382, internal citation omitted.)

"PAGA settlements are subject to trial court review and approval, ensuring that any negotiated resolution is fair to those affected." *(Williams v. Superior Court (2017) 3 Cal.5th 531, 549, citing Labor Code section 2699(l)(2): "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.")*

[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. (See *Williams, supra*, 3 Cal.5th at p. 546, 220 Cal.Rptr.3d 472, 398 P.3d 69 [PAGA “sought to remediate present violations and deter future ones”]; *Arias, supra*, 46 Cal.4th at p. 980, 95 Cal.Rptr.3d 588, 209 P.3d 923 [the declared purpose of PAGA was to augment state enforcement efforts to achieve maximum compliance with labor laws].)

(*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

“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’ ” ’ ” (*Dunk, supra*, 48 Cal.App.4th at pp. 1800–1801, 56 Cal.Rptr.2d 483), 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, supra*, (2021) 72 Cal.App.5th 56, 77.)

Under the former general provisions of the PAGA scheme, 75% of the civil penalties recovered goes to the state while the remaining amount is given to the aggrieved employees. (former Lab. Code, § 2699, subd. (i).) Here, 75% of the settlement amount, after deduction of attorney fees, costs, administration expenses and incentive payment, is to be paid to the LWDA.

As of July 1, 2024 Labor Code section 2699, subdivision (m) was amended to provide a greater share of PAGA penalties to the aggrieved employees, 65% of the penalties recovered going to the state and the remaining 35% given to the aggrieved employees. Although the original complaint was filed before the amendment was effective, the operative First Amended Complaint, which supersedes the original complaint, was filed November 18, 2025. The moving papers do not address the decision to allocate the penalties under the former version of the statute rather than the version effective at the time the operative complaint was filed.

1. Notice to LWDA

“An employee plaintiff suing, as here, under [PAGA], does so as the proxy or agent of the state's labor law enforcement agencies.” (*Raines v. Coastal Pacific Food Distributors, Inc.* (2018) 23 Cal.App.5th 667, 674, internal quotations omitted.) For that reason, Labor Code section 2699, subdivision (s)(2) requires that any proposed settlement of a PAGA claim be submitted to the Labor Workforce Development Agency at the same time it was submitted to the court. The submission provided in evidence indicates the Settlement Agreement and moving papers were submitted to the LWDA on November 20, 2025. (Sloane Decl., Ex. 3.)

2. Fairness of the Settlement Amount

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 declaration of attorney Stephen Sloane sets out the maximum statutory liability totaling over \$132 million for the Labor Code violations for which PAGA penalties are sought. (Sloane Decl., ¶¶ 25-46.) Counsel assesses the realistic exposure to be \$11,805,500 should the court follow *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 and assess only the initial \$100 violation rate for each pay period. (*Id.*, ¶ 50.) Counsel’s calculations are premised on a total of 7,601 aggrieved employees and approximately 118,500 pay periods in the PAGA period. (*Ibid.*) The amount of pay periods is without foundation, as there is no evidence from defendant to support the estimated number of pay periods. As such the figures calculated from the estimated pay periods also lack foundation.

Counsel discusses of his assessment of the strengths and weaknesses in evaluating each of the Labor Code claims and risks of continuing in litigation. However, the discussion of the potential value of the case is the starting point for any discussion of whether the settlement is fair, reasonable, and adequate, and the analysis without foundation is insufficient to justify a settlement in any amount.

b. Stage of the Proceeding

A presumption of fairness exists where the settlements 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 and reached a settlement of the PAGA claims in the action. (Sloane Decl., ¶ 11.)

Counsel attests to the settlement as a product of reasonable investigation of the facts and law and a diligent investigation of the plaintiff's claims while taking into account the potential defenses. (Sloane Decl., ¶ 13.)

Regarding pre-settlement discovery, counsel attests to having engaged in informal discovery and independent investigation to evaluate the claims and defenses. (Sloane Decl. ¶¶ 12-13.) Defendant produced a sample of pay and time records and its written policies related to the claims at issue which was reviewed to evaluate the plaintiffs' claims. (*Ibid.*)

The case settled after a mediation session on February 5, 2025, approximately 24 months after the complaint was filed. This stage of the proceeding appears appropriate for settlement.

c. *Risks of Litigating Case through Trial*

The moving papers indicate risks in continuing to trial included defendants' disputed liability and assertion of defenses, including that any violations were not a result of company policy but of an employee's voluntary choice. Additionally cited in is the court's wide latitude to reduce civil penalties within the PAGA statute itself. (Lab. Code, § 2699, subd. (e)(2).) Although the analysis appears to be applicable to any PAGA action and not unique to plaintiff's claims, the court finds this factors weighs in favor of approval.

d. *Amount of Settlement*

The gross settlement is \$1,145,550, and to assess the reasonableness of this amount, the court ordinarily needs a good valuation of the total potential penalties. Here, the motion provides detailed calculation of potential penalties, however those calculations are based on a number of pay periods for which there is no foundation. As a result, the court is unable to determine whether the amount of the settlement is reasonable.

e. *Experience and Views of Counsel*

Plaintiff's counsel with Lavi & Ebrahimian, LLP law firm are experienced in wage and hour and employment litigation including individual claims and class actions. (Sloane Decl., ¶ 3.) Attorney Stephen Sloane has stated that the settlement is fair and reasonable under the circumstances which weighs in favor of approving the settlement. However, without information regarding the potential value of plaintiffs' claims, counsel's opinion is without context. Counsel's opinion alone cannot support the approval of the settlement.

f. *Government Participation*

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

3. Attorney's Fees and Costs

The settlement agreement provides that plaintiffs' counsel would receive up to \$400,942 (35% of the total gross recovery) in attorney's fees, plus costs of up to \$20,500. (Sloane Decl., Ex. 1, Settlement Agreement, ¶ 3.2.1.) Plaintiff's actual costs are \$18,244.27 and actual costs are requested to be approved. (*Id.*, ¶ 83, Ex. 2.)

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. (*Laffitte, supra*, at pp. 504-506.) Labor Code section 2699, subdivision (g)(1) states that the prevailing employee "shall be entitled to an award of reasonable attorney's fees and costs."

Records by counsel of the time actually spent on a matter are the starting point for any lodestar determination. (*Horsford v. Board of Trustees* (2005) 132 Cal. App. 4th 359, 394.)

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* (*Serrano III*) (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" (*Ketchum v. Moses, supra*, 24 Cal.4th at p. 1133.)

Here, the fee request is 35% of the gross settlement, which is somewhat higher than the average request of one-third of the gross settlement. In support of the requested fees, counsel attests to the experience of himself and nine attorneys, their hourly rates, and the number of hours billed by each for this action. (Sloane Decl., ¶¶ 71-80.) Counsel's hourly rates range from \$1,000 to \$675 per hour and the attorneys spend a combined 275 hours litigating this action. (*Ibid.*) The lodestar is calculated to be \$203,575 and would require a 1.97 multiplier to meet the requested percentage-based fee. (*Id.*, ¶ 67.) Although counsel's summary provides a basis for assessing the lodestar and actual billing records likely are not necessary, the hourly rates charged may greatly exceed those charged by local counsel.

In the absence of detailed contemporaneously-kept billing records, evidence supporting the application of out-of-town billing rates claimed by class counsel, and evidence to address whether any multiplier should be applied to bring the lodestar close to the fee award sought, the request for approval of the fees is denied without prejudice.

The court's approval of actual costs of \$18,244.27 is requested. (Sloane Decl., ¶ 83, Ex. 2.) The court intends to approve the request.

4. Settlement Administration

The parties request approval of up to \$24,000 for settlement administration costs to ILYM Group. No evidence is submitted to confirm the services to be performed for the requested amount.

5. 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:

Effective on the date when Defendant has fully funded the entire Gross Settlement Amount, Plaintiff, on behalf of herself, the State of California and the LWDA, releases, and all other Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all known and unknown claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, in the Action and/or in the PAGA Notice based on the facts alleged in the Operative Complaint and PAGA Notice, including but not limited to (1) failure to pay minimum wages and overtime wages; (2) failure to provide legally required meal periods or pay premiums; (3) failure to provide legally required rest periods or pay premiums; (4) failure to timely pay earned wages during employment; (5) failure to provide complete and accurate wage statements; (6) failure to pay all wages due at the time of separation of employment; and (7) failure to indemnify for necessary business expenses or losses, including but not limited to alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1194, **1197, 1197.1**, 1198 and 2802 ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. The Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory penalties. The Released PAGA Claims are forever barred by this PAGA Settlement Agreement regardless of the forum in which they may be brought. The Parties intend for this release to be as broad as lawfully possible. Non-signatories can avail themselves of this PAGA Settlement Agreement, and this PAGA Settlement Agreement is for their respective benefit and use. The Released PAGA Claims do not release any claims or actions to enforce this PAGA Settlement Agreement, or to any claims that cannot be released as a matter of law such as claims for vested benefits,

unemployment benefits, disability benefits, social security benefits and workers' compensation benefits, that arose at any time, or based on occurrences that take place after Plaintiff's execution of this PAGA Settlement Agreement.

(Sloane Decl., Ex. 1, PAGA Settlement Agreement, ¶ 5, emphasis added.)

The November 15, 2022 notice of Labor Code violations sent on behalf of plaintiff includes allegations of failure to pay overtime wages for overtime hours worked (Lab. Code §§ 510, 1194, 1198), failure to provide meal periods or pay premiums (Lab. Code §§ 512, 226.7), failure to provide rest breaks or pay premiums (Lab. Code § 226.7), failure to pay all earned wages (Lab. Code § 204), failure to furnish accurate wage statements (Lab. Code § 226), and failure to pay all wages at termination (Lab. Code §§ 201, 202, 203). (Sloane Decl., Ex. 10.) The November 20, 2025 amended notice of Labor Code violations sent on behalf of plaintiff includes the previous allegations as well as allegations of defendant's failure to reimburse business expenses (Lab. Code § 2802). (*Id.*, Ex. 11.)

The scope of the release is generally limited to the PAGA claims of which the LWDA was given notice and those supported by the allegations of the complaint with the exception of the inclusion of Labor Code sections 1197 and 1197.1, which were neither included in the notices to the LWDA nor alleged in the operative complaint.

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:  **on** 3-9-26 .

(Judge's initials)

(Date)

(37)

Tentative Ruling

Re: ***Koda v. Mehta Family Trust***
Court Case No. 23CECG03612

Hearing Date: March 10, 2026 (Dept. 403)

Motion: Petition to Compromise Minors' Claims

If oral argument is timely requested, it will be entertained on Thursday, March 12, 2026, at 3:30 p.m. in Department 403.

Tentative Ruling:

To grant as to each minor. The Court intends to sign the proposed orders. No appearances necessary.

The Court sets a status conference for Thursday, April 30, 2026 at 3:30 p.m. in Department 403, for confirmation of deposit of the minors' funds into the blocked accounts. If Petitioner files the Acknowledgement of Receipt of Order and Funds for Deposit in Blocked Account (MC-356) at least five court days before the hearing, the status conference will come off calendar.

Pursuant to California Rules of Court, Rule 3.1312 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: img **on** 3-9-26 .
(Judge's initials) (Date)

(37)

Tentative Ruling

Re: **Brody Peterson**
Court Case No. 26CECG00642

Hearing Date: March 10, 2026 (Dept. 403)

Motion: Petition to Compromise Minor's Claim

**If oral argument is timely requested, it will be entertained on
Thursday, March 12, 2026, at 3:30 p.m. in Department 403.**

Tentative Ruling:

To grant. The Court intends to sign the proposed order. No appearances necessary.

Pursuant to California Rules of Court, Rule 3.1312 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: Img **on** 3-9-26 .
(Judge's initials) (Date)

