

Tentative Rulings for March 12, 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 Ruling

Re: ***Lozano v. Cen Cal Builders & Developers, Inc.***
Superior Court Case No. 23CECG04411

Hearing Date: March 12, 2026 (Dept. 403)

Motion: by Plaintiffs for Final Approval of Class Action Settlement

Tentative Ruling:

To grant the motion for attorney fees in the amount of \$250,000 and litigation costs in the amount of \$20,999.62. To approve the class representative service awards in the reduced amount of \$5,000 to each named plaintiff.

To grant the motion for final approval of the class and PAGA settlement.

Plaintiffs are directed to submit a proposed judgment consistent with the court's order.

To order the parties to return on March 11, 2027, at 3:30 p.m. in Department 403 to inform the court of the total amount actually paid to the class members, pursuant to Code of Civil Procedure section 384, subdivision (b), so that the judgment can be amended and the distribution of any cy pres funds can be ordered. The parties are ordered to file a declaration from the administrator as to the payout and amount of uncashed checks no later than February 25, 2027. As required by California Rules of Court, rule 3.771(b), notice of the judgment is to be given to the class. Notice may be given by an insert with the settlement check that states judgment was entered with a link to the court's website and directions to enter the case number.

Explanation:

Final Approval of Settlement

California Rules of Court, rule 3.769(g) states: "Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement." Subsection (h) states: "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment." (Emphasis added.)

The Court has vetted the fairness of the settlement through prior hearings, each with its own filings. The settlement here generally meets the standards for fairness, and the class has approved it, with no objections, or disputes and one opt-out. Ultimately only 115 of the 1,932 notices were undeliverable. The court finds that the method of

notice followed, which this court approved at the prior hearing, comports with due process and was reasonably calculated to reach the absent class members:

“Individual notice of class proceedings is not meant to guarantee that every member entitled to individual notice receives such notice,” but “it is the court's duty to ensure that the notice ordered is reasonably calculated to reach the absent class members.” *Hallman v. Pa. Life Ins. Co.*, 536 F.Supp. 745, 748–49 (N.D.Ala.1982) (quotation marks and citation omitted); see also *In re Viatron Computer Sys. Corp. Litig.*, 614 F.2d 11, 13 (1st Cir.1980); *Key v. Gillette Co.*, 90 F.R.D. 606, 612 (D.Mass.1981); cf. *Lombard*, at 155. After such appropriate notice is given, if the absent class members fail to opt out of the class action, such members will be bound by the court's actions, including settlement and judgment, even though those individuals never actually receive notice. *Cooper*, 467 U.S. at 874, 104 S.Ct. 2794; 7B Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, *Federal Practice and Procedure* § 1789 (2d ed.1986).

(*Reppert v. Marvin Lumber and Cedar Co., Inc.* (1st Cir. 2004) 359 F.3d 53, 56-57 emphasis added.)

Attorneys' Fees and Costs

The settlement provided that the parties agreed (i.e., defendant agreed not to oppose) fees calculated at up to one-third of the gross settlement amount, or \$250,000. Although the court has discretion to grant attorney's fees in class actions based on a percentage of the total recovery, the trial court may also use a lodestar calculation to double check the reasonableness of the fee award. (*Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 504-506.)

In the present case, counsel have submitted evidence of the hours expended during litigation by the attorneys with the three law firms as well as a copy of the fee sharing agreement. The Joint Prosecution Agreement provides that the fee award will be divided 35% to JCL Law Firm, 35% to Zakay Law Group, and 30% to Work Lawyers, P.C. (Lapuyade Decl., ¶ 7, Ex. 5.)

Billing records for the JCL Law Firm, Zakay Law Group, and Work Lawyers, P.C. are attached to the declarations of their respective principal attorneys. The declaration of Jean-Claude Lapuyade summarizes the total of 408.1 hours billed by each of the three law firms and total hourly fees of \$231,557.50. The court has reviewed the timekeeping records submitted for each law firm, and the explanations regarding the court's previous concerns with duplicative efforts of the three law firms. None of the law firms has submitted revised timekeeping records with the motion at bench.

The court additionally raised concerns with the rates charged by counsel are greatly exceeding those of the local community. Where a party is seeking out-of-town rates, he or she is required to make a “sufficient showing...that hiring local counsel was impractical.” (*Nichols v. City of Taft* (2007) 155 Cal.App.4th 1233, 1244.) Plaintiffs have made no showing that hiring local counsel was impractical. As such, in conducting its

lodestar analysis of the fees the court will assess the reasonableness based on local billing rates.

Having reviewed the qualifications of each of the timekeepers submitted, the court finds the reasonable value of services of the principal attorneys for each of the three law firms to be \$550 per hour. The court finds the reasonable rate of associate attorney Jaclyn Joyce is \$400 per hour. The court finds the reasonable billing rate for associate attorneys, Sydney Castillo-Johnson and John Nitti is \$300 per hour. The court finds the reasonable rate for associate attorney Perssia Razma is \$250 and that of Nicole Noursamadi is \$200 per hour. Counsel additionally submit billed time from their paralegals at \$250 per hour which exceeds local billing rates. The court finds the reasonable value of services of the paralegals of the to be \$150 per hour. After these reductions in hourly rates, the combined lodestar for the three firms is set at \$180,160.

Once a lodestar is fixed, the lodestar may be adjusted based on certain factors, including: (1) the novelty and difficulty of the questions involved; (2) the skill displayed in presenting them; (3) the extent to which the nature of the litigation precluded other employment by the attorneys; and (4) the contingent nature of the fee award. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122,1132, citing *Serrano v. Priest (Serrano III)* (1977) 20 Cal.3d 25, 49.)

Here, plaintiffs submit that counsel took the matter on contingency, and obtained an excellent result. (Lapuyade Decl., ¶¶ 31, 41, 43.) The court acknowledges the contingent risk taken by counsel, and finds the settlement representing approximately 21% of the realistic damages exposure to be an excellent result considering defendant's claims a settlement was not financially plausible. These factors would support a multiplier in the range to increase the lodestar to meet the percentage-based fee of \$250,000.

Accordingly, the motion for an award of attorney fees is granted in the amount of \$250,000 with fees awarded 35% each to the JCL Law Firm and Zakay Law Group and 30% to Work Lawyers, P.C. consistent with their Joint Prosecution Agreement.

The request for actual costs of \$11,518.54 to JCL Law Firm, \$8,657.76 to Zakay Law Group, and \$823.32 to Work Lawyers, PC. is supported with evidence and is approved. The remaining \$9,000.38 of the \$30,000 reserved for costs can be returned to the common fund for the benefit of the class members.

Payment to Class Representatives

Plaintiffs also seek court approval of a \$10,000 payment to the each of the two named class representatives, Evangelina Lozano and Porofirio Santiago. Nearly identical declarations from each are submitted with the motion for final approval. Plaintiffs state generally that they have taken risks by agreeing to participate as the named plaintiff in a class action against their employer. Each also estimates they spent at least 20 to 25 hours working with the attorneys to advance the case. Plaintiffs additionally state their individual class settlement is lower than the average class settlement of \$201.86 but they have agreed to a more broad release than the average class member and should be compensated accordingly. The court notes both plaintiffs were employed by defendant for approximately three months, which is consistent with the smaller settlement based

upon workweeks during the class period. Plaintiffs claim they undertook financial risk that there would be no financial compensation and they may have had to pay defendants' costs if the lawsuit was unsuccessful.

No new evidence has been submitted in response to the court's tentative ruling questioning the evidence in support of the class representative service awards.

The moving papers cite to *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, as identifying the factors courts consider when approving an enhancement award and stating the plaintiffs each have provided evidence addressing these factors. The court in *Clark* also stated, "there is no 'presumption of fairness' as to the amount of an enhancement." (*Id.* at p. 806.) The court in *Clark* found the trial court abused its discretion approving an enhancement award of \$25,000 to each of the two class representatives where the record revealed the evidence was only of "potential risk" and "potential stigma" for having participated as a plaintiff, claims of "countless hours" of work on the case. (*Id.* at pp. 806-807.) "[T]he rationale for making enhancement or incentive awards to named plaintiffs is that he or she would be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class." (*Id.* at p. 806.) This evidence is necessary to conclude the "enhancement was 'necessary to induce [the named plaintiff] to participate in the suit.'" (*Id.* at p. 807, quoting *Matter of Continental Illinois Securities Litigation* (7th Cir., 1992) 962 F.2d 566, 571.)

There is no clear expense or financial risk or other risk beyond speculation that there would be no compensation received or that a future employer may hold their participation against them. (Decl. of Lozano and Santiago at ¶¶ 6-7.) The brevity of each plaintiff's employment by defendant does not support the assertion that either gave up other individual claims. The evidence is not persuasive to justify an award of the equivalent of \$400 per hour to each of the named plaintiffs *in addition to* their individual recovery as class members where the highest class member payment is expected to be \$2,123.59.

A more reasonable amount, commensurate with the evidence of risk incurred in conferring a benefit to the class and enough to induce the named plaintiff to participate in the suit, is \$5,000 for each of the two named plaintiffs. The remaining \$10,000 set aside as enhancement payment can be added to the common fund for the benefit of all class members.

Payment to Class Administrator

Plaintiffs also request court approval of a \$20,000 payment to the settlement administrator Apex Class Action, LLC for the costs of administering the settlement. (Nava Decl., ¶ 19.) The administrative cost payment appears to be reasonable given the amount of work to be performed in sending out class notices, tracking down missing class members, handling questions from class members and parties, and sending out payments to class members, as well as providing declarations in support of the motions for class settlement approval. Therefore, plaintiffs have shown that the payment of \$20,000 to the class administrator is reasonable and should be approved.

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Tentative Ruling

Re: **WT Capital Lender Services v. Mario Pinzon**
Superior Court Case No. 25CECG01310

Hearing Date: March 12, 2026 (Dept. 403)

Motion: By Plaintiff WT Capital Lender Services for Discharge from Liability and Dismissal from Action

Tentative Ruling:

To grant.

Explanation:

“When a person may be subject to conflicting claims for money or property, the person may bring an interpleader action to compel the claimants to litigate their claims among themselves.” (*City of Morgan Hill v. Brown* (1999) 71 Cal.App.4th 1114, 1122.) “An interpleader action is an equitable proceeding. [Citations.]” (*Dial 800 v. Fesbinder* (2004) 118 Cal.App.4th 32, 42–43.) In addition, whether a stakeholder may be permitted to deposit funds is “like that of any interpleader party[.]” (*Cantu v. Resolution Trust Corp.* (1992) 4 Cal.App.4th 857, 876; Code Civ. Proc., § 386.5.)

Plaintiff has deposited the sum of \$190,000 with the court. There is no opposition to this motion, and thus no claim that plaintiff's liability exceeds the deposited sum. Accordingly, the motion – including the requested attorney's fees and costs - is granted. (Code Civ. Proc., § 386, 386.6.)

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: on 3-11-26 .

(Judge's initials) (Date)

