

**Tentative Rulings for April 30, 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.*

24CECG04428      *Byline Bank v. Nader Shokry (Dept.501)*

---

---

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

(03)

**Tentative Ruling**

Re: ***Tiscareno v. Volkswagen Group of America, Inc.***  
Case No. 24CECG02899

Hearing Date: April 30, 2026 (Dept. 501)

Motion: by Plaintiff to Compel Compliance with Deposition  
Subpoenas as to Audi Fresno

by Plaintiff to Compel Compliance with Court Order

by Plaintiff to Compel Deposition of Defendant's Person  
Most Qualified

by Defendant to Compel Inspection of Subject Vehicle,  
or for Continuance of Trial Date

**Tentative Rulings:**

To deny plaintiff's three motions to compel.

To deny defendant's motion to compel inspection of the subject vehicle or continuance of the trial date.

**Explanation:**

**Plaintiff's Motion to Compel Compliance with Prior Court Order re: Document Requests:** Notwithstanding counsel's suggestion to the contrary, there is no statutory authority for a "motion to compel compliance with the court's orders." Code of Civil Procedure section 2031.310 provides a short list of procedures for compelling further responses to requests for production of documents, as well as sanctions if a party fails to comply with an order compelling a further response. Under section 2031.310, subdivision (i), "if a party fails to obey an order compelling further response, the court may make those orders that are just, including the imposition of an issue sanction, an evidence sanction, or a terminating sanction under Chapter 7 (commencing with Section 2023.010). In lieu of, or in addition to, that sanction, the court may impose a monetary sanction under Chapter 7 (commencing with Section 2023.010)."

There is no statute that allows the court to issue an order to compel compliance with its previous order compelling further responses. In the context of a discovery dispute, the court's authority is limited to imposing additional sanctions, including evidence, issue, terminating and monetary sanctions. To the extent plaintiff seeks an order compelling defendant to comply with the court's prior order compelling defendant to provide further responses to the document requests, the motion is unsupported by any statutory authority and the court intends to deny it.

Further, to the extent plaintiff seeks an order imposing additional monetary sanctions for defendant's alleged failure to provide full and complete responses as previously ordered by the court, defendant has now served additional supplemental responses that comply with the court's order. (See Pratt decl., ¶ 5, and Exh. C to Pratt Decl.) Therefore, further monetary sanctions are not appropriate here. As a result, the court intends to deny plaintiff's request for additional monetary sanctions against defendant, as defendant has now served supplemental responses as it was ordered to do.

**Plaintiff's Motion to Compel Compliance with Deposition Subpoenas for Audi Fresno's Personnel:** The motion is now moot, as the trial date has been continued to August 3, 2026, and Audi Fresno has now offered to allow the depositions of its personnel pursuant to the subpoenas. The parties are apparently in the process of negotiating deposition dates. While plaintiff's counsel contends that defendant may still fail to agree on dates or produce witnesses for their depositions, plaintiff's counsel has not shown that a court order compelling compliance with the deposition subpoena is necessary at the present time. In light of the parties' ongoing negotiations regarding deposition dates, the court intends to find that the motion to compel compliance with the deposition subpoenas is moot. Therefore, the court will deny the motion.

**Plaintiff's Motion to Compel Defendant's Person Most Qualified to Answer Further Deposition Questions:** Under Code of Civil Procedure section 2025.450, "[t]he motion [to compel deposition testimony] shall be accompanied by a meet and confer declaration under Section 2016.040..." (Code Civ. Proc., § 2025.450, subd. (b)(2).) "A meet and confer declaration in support of a motion shall state facts showing a reasonable and good faith attempt, either in person, by telephone, or by videoconference, to informally resolve each issue presented by the motion." (Code Civ. Proc., § 2016.040, subd. (a).)

Here, plaintiff's counsel has not filed a declaration showing that she met and conferred with defense counsel in person, by phone, or by videoconference after the deposition in a good faith attempt to resolve the dispute over the witness's testimony. Plaintiff's counsel did meet and confer with defense counsel *prior* to the deposition date in efforts to set a date for the PMQ deposition. (Argent Decl., ¶¶ 28-39.) She also send an email on March 9, 2026, after the deposition of Mr. Weitzman was taken, asking whether defendant would produce another witness to testify about the categories about which Mr. Weitzman had no knowledge. (*Id.* at ¶ 40.) However, plaintiff's counsel did not receive a reply to the email, nor did she make any further attempt to resolve the dispute. Instead, counsel immediately filed the motion to compel after the deposition without any further attempt to meet and confer in good faith with defense counsel.

Therefore, plaintiff's counsel has not shown that she adequately met and conferred before filing the motion. While plaintiff's counsel did send a single email to defense counsel after the deposition, she has not shown that the parties engaged in any good faith discussion of the issues raised by the motion, namely the fact that Mr. Weitzman allegedly lacked any knowledge of many categories listed in the deposition notice. The discussion was also not conducted in person, by phone, or by videoconference, as required under section 2016.040, subdivision (a). As a result, since plaintiff did not engage in a good faith discussion of the issues before filing the motion to

compel, the court intends to deny plaintiff's motion to compel a further deposition of defendant's person most qualified.

**Defendant's Motion to Compel Plaintiff to Produce Vehicle for Inspection:** Under Code of Civil Procedure section 2031.310, subdivision (b)(2), a motion to compel further response to an inspection demand "shall be accompanied by a meet and confer declaration under Section 2016.040." "A meet and confer declaration in support of a motion shall state facts showing a reasonable and good faith attempt, either in person, by telephone, or by videoconference, to informally resolve each issue presented by the motion." (Code Civ. Proc., § 2016.040, subd. (a).)

Here, defense counsel states that she emailed plaintiff's counsel on several dates in January, February and March of 2026 in an attempt to meet and confer on setting a vehicle inspection date. (Pratt Decl., ¶¶ 5a - e.) Eventually, when plaintiff's counsel did not respond with dates for the inspection, defense counsel informed plaintiff's counsel that she would bring a motion to compel the vehicle inspection. (*Id.* at ¶ 5f.) Defendant served an inspection demand on March 12, 2026, setting the inspection for March 26, 2026. (*Id.* at ¶ 6.) Defendant filed the motion to compel inspection the next day, March 13, 2026.

Defendant has not shown that it adequately met and conferred before filing the motion to compel. Section 2016.040, subdivision (a), requires meet and confer efforts by phone, in person, or by videoconference. Here, defense counsel only met and conferred by email, which does not comply with section 2016.040. Also, plaintiff's counsel alleges that she served several objections to the inspection demand. (Argent Decl., ¶ 7.) Defendant never met and conferred on the objections before filing the motion to compel. In addition, plaintiff's counsel states that she has now offered several potential dates for an inspection, and that defense counsel has not yet responded to the offered dates. (*Id.* at ¶¶ 8, 10, 11.) In the meantime, the court has continued the trial date to August 3, 2026.

Therefore, defendant prematurely filed the motion before meeting and conferring on plaintiff's objections, and without addressing plaintiff's offer to allow the inspection on various proposed dates. Since the trial date has now been continued to August 3, 2026, the parties should have sufficient time to meet and confer and reach an agreement on an inspection date. If the parties can agree on a date, then the motion will be moot. Therefore, the court intends to deny the motion to compel the inspection of the subject vehicle.

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:** DTT **on** 4/21/2026.  
(Judge's initials) (Date)

(34)

**Tentative Ruling**

Re: **Ramirez v. Behavioral Intervention Association**  
Superior Court Case No. 24CECG01917

Hearing Date: April 30, 2026 (Dept. 501)

Motion: by Plaintiff for Preliminary Approval of Class Action and PAGA Settlement

**Tentative Ruling:**

To grant.

The motion for final approval and for an award of fees and costs will be heard on January 7, 2027, at 3:30 p.m. in Department 501. Papers for such motions need be filed and served no later than December 28, 2026.

**Explanation:**

**1. CLASS CERTIFICATION**

**a. Standards**

“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. 4<sup>th</sup> 298, 313.)

**b. Numerosity and Ascertainability**

Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be res judicata. (*Bell v. Superior Court* (2007) 158 Cal.App.4<sup>th</sup> 147, 166.) “Whether a class is ascertainable is determined by examining (1) the class definition, (2) the size of the class, and (3) the means available for identifying class members.” (*Reyes v. Board of Supervisors* (1987) 196 Cal.App.3<sup>d</sup> 1263, 1271.)

To determine the identity of potential class members, the court will look to whether there are any objective criteria to describe them and whether they can be found without unreasonable expense or effort through business or official records. (*Lewis v. Robinson Ford Sales, Inc.* (2007) 156 Cal.App.4<sup>th</sup> 359, 369-370, citing *Daar v. Yellow Cab Co.* (1967) 67 Cal.2<sup>d</sup> 695, 706 [proposed class action of taxi cab users from 1960 to 1964 who paid by coupons identifiable where they could be identified by serial numbers which were kept manually, not in computerized form]; *Rose v. City of Hayward* (1981) 126 Cal.App.3<sup>d</sup>

926, 932 [plaintiff safety members denied uniform allowances, ammunition allowance, holiday pay and lump sum unused sick leave pay as factors used calculating their "final compensation," used in PERS' service retirement formula easily identifiable from PERS records].)

Here, the class members are current and former hourly, non-exempt employees who worked for defendant Behavioral Intervention Association between May 3, 2020 and June 22, 2025. Deanne Detmers, CEO of Behavioral Intervention Association attests to the ascertainability of the class and determining there are 681 putative class members. (Detmers Decl., ¶¶ 3-5.) This is sizeable enough for class treatment and the ability to identify potential members appears feasible without unreasonable expense. This number would certainly satisfy the numerosity requirement. (*Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2009) 670 F.Supp.2d 1114, 1121 ["Courts have routinely found the numerosity requirement satisfied when the class comprises 40 or more members"].)

There is sufficient evidence of numerosity and ascertainability in favor of granting preliminary approval.

**c. Community of Interest**

The community of interest factor requires consideration of three separate factors: (1) predominant common questions of law or fact; (2) class representatives whose claims are typical of the class; and (3) class representatives and counsel who can adequately represent the class. (*Brinker Restaurant Corp.*, *supra*, 53 Cal.4th at 1021.) The community of interest requirement for certification does not mandate uniform or identical claims, but focuses on internal policies, pattern and practice in order to assess whether that common behavior toward similarly situated plaintiffs renders class certification appropriate. (*Capitol People First v. Dept. Developmental Servs.* (2007) 155 Cal.App.4th 676, 692.)

This action involves claims that defendants failed to provide meal and rest breaks, failed to pay overtime and minimum wages, failed to timely pay wages, failed to issue compliant wage statements, failed to reimburse employees for necessary business expenses, and PAGA. (Manus, Decl., ¶ 3.)

The First Amended Complaint alleges defendant's business practices and procedures alleged to cause violations of the Labor Code. Defendant required for its employees to use their personal cell phones to access its timekeeping and billing application, "Central Reach." (FAC, ¶ 11.) The application prescheduled patient sessions and a meal period and was also used by employees converting this information to their time sheets resulting in their timesheets reflecting scheduled work, not actual hours worked. (*Ibid.*) Defendants later required employees to scan a QR code when they arrived or left which resulted in waiting for access to the iPad which was time not recorded in the timesheet. (*Id.*, at ¶ 12.) Defendant also required employees to download a messaging app for receiving and responding to messages from management and other employees both on and off the clock. (*Id.* at ¶ 13.) Class representative, Daisy Ramirez describes in her declaration defendant's policy of requiring employees to arrive at work 15 minutes before clocking in to prepare for patients, using employee personal cell phones for work scheduling and communications, and a lack of uninterrupted meal and rest breaks due to staff shortages and the need to continuously monitor patients. (Ramirez Decl., ¶¶ 4-7.) The evidence supports finding there are sufficient common issues

between the putative class members for purposes of preliminary approval of the settlement.

There is also a typicality requirement, i.e. that plaintiff's claims are significantly similar to those of other class members. (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal.3d 462, 470.) This requires them to arise from the same event, practice, course of conduct, or legal theories (even if they are not identical to the class). (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 874; *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347.)

As discussed with respect to commonality, plaintiff's declaration includes adequate evidence of the practices in the workplace forming the basis of the alleged Labor Code violations to demonstrate her experiences were typical of the putative class.

"[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 have shown that they are experienced and that they have successfully litigated other class actions. (Manus Decl. ¶¶ 33-35.) Therefore, it does appear that class counsel have shown that they are adequate to represent the interests of the class. The question is whether other circumstances evidence that the proposed class counsel and representative may have looked more to their own interests than to those of the class. One consideration is the incentive award.

#### **i. Class Representative Incentive Award**

"Where, as here, the class representatives face significantly different financial incentives than the rest of the class because of the conditional incentive awards that are built into the structure of the settlement, we cannot say that the representatives are adequate. See *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 627, 117 S. Ct. 2231, 138 L Ed 2d 689 (1997) ('The settling parties, in sum, achieved a global compromise with no structural assurance of fair and adequate representation....')

(*Radcliffe v Experian Information Solutions, Inc.* (2013) 715 F. 3d 1157, 1165.)

"We once again reiterate that district courts must be vigilant in scrutinizing all incentive awards to determine whether they destroy the adequacy of the class representatives. The conditional incentive awards in this settlement run afoul of our precedents by making the settling class representatives inadequate representatives of the class." (*Id.* at p. 1164.)

"There is a serious question whether class representatives could be expected to fairly evaluate whether awards ranging from \$26 to \$750 is a fair settlement value when they would receive \$5,000 incentive awards. Under the agreement, if the class representatives had concerns about the settlement's fairness, they could either remain silent and accept the \$5,000 awards or object to the settlement and risk getting as little as \$26 if the district court approved the settlement over their objections." (*Id.* at p. 1165.)

“The propriety of incentive payments is arguably at its height when the award represents a fraction of a class representative's likely damages; for in that case the class representative is left to recover the remainder of his damages by means of the same mechanisms that unnamed class members must recover theirs. The members' incentives are thus aligned. But we should be most dubious of incentive payments when they make the class representatives whole, or (as here) even more than whole; for in that case the class representatives have no reason to care whether the mechanisms available to unnamed class members can provide adequate relief.”

*(In re Dry Max Pampers Litigation (6th Cir. 2013) 724 F.3d 713, 722.)*

The settlement agreement in the instant case provides that the named plaintiff is to receive an enhancement payment of up to \$10,000 as class representative. It is unclear if this payment is in addition to their respective individual settlement payment as a class member and or PAGA group member. After deduction of administration expenses, attorney costs and fees, PAGA payment to the LWDA, and the \$10,000 incentive award, approximately \$236,716.67 is left to be distributed to the class members. The moving papers represent that dividing the remaining amount by the estimated number of class members amounts to only \$360.76 per person. (Manus Decl., ¶ 8.) The actual amounts will vary based on the class member's amount of workweeks.

The class representative incentive award is 27 times the mathematical average payment to class members and represents over 2% of the gross settlement. The usual amount approved is 1.5% or less. Daisy Ramirez attests to spending approximately 30 hours assisting with the prosecution of her case, including phone calls and assisting with discovery responses. (Ramirez Decl., ¶ 13.) Plaintiff attests to agreeing to a broader general release of her claims against defendant as part of the settlement that is not required of other class members. (*Id.*, ¶ 15.) Plaintiff states she assumed the risk of having to pay defendant's costs in the event her case was not successful. (*Id.*, ¶ 14.) Plaintiff also describes more speculative risks that come with her name being associated with a lawsuit against her employer. (*Id.*, ¶ 16.) Although this doesn't prevent granting preliminary approval, plaintiff's declaration submitted with a motion for final approval must include evidence beyond speculation as to the risks taken to support the incentive award greatly disproportionate to the recovery of an average class member.

The court is skeptical that sufficient evidence can be presented to substantiate the class representative incentive award and may award less on final approval, but this does not prevent granting preliminary approval.

#### **d. Superiority of Class Certification**

Wage and hour Labor Code cases are particularly well-suited to class resolution because of the small amounts of each employee's claim, which makes it impractical to bring wage and hour cases on an individual basis. The large number of proposed class members (once established with admissible evidence) would also make it impractical to bring the claims separately. Although generally superior, there is insufficient evidence of commonality of the Labor Code violations alleged and typicality of the plaintiff's claims

with respect to the experiences of the putative class. The court is unable to find that class certification is superior at this time.

## **2. SETTLEMENT**

### **a. Legal Standards**

“When, as here, a class settlement is negotiated prior to formal class certification, there is an increased risk that the named plaintiffs and class counsel will breach the fiduciary obligations they owe to the absent class members. As a result, such agreements must withstand an even higher level of scrutiny for evidence of collusion or other conflicts of interest than is ordinarily required under Rule 23(e) before securing the court’s approval as fair.” (*Koby v. ARS Nat’l. Serv. Inc.* (9th Cir. 2017) 846 F.3d 1071, 1079.)

“[I]n the final analysis it is the Court that bears the responsibility to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing litigation. The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement . . . The courts are supposed to be the guardians of the class.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129.)

“[T]o protect the interests of absent class members, the court must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished ... [therefore] the factual record before the ... court must be sufficiently developed.” (*Id.* at p. 130, internal citation omitted.) “The court ‘must stop short of the detailed and thorough investigation that it would undertake if it were actually trying the case,’ but nonetheless it ‘must eschew any rubber stamp approval in favor of an independent evaluation.’” (*Id.* at p. 130, internal citation omitted.) The court must be leery of a situation where “there was nothing before the court to establish the sufficiency of class counsel’s investigation other than their assurance that they had seen what they needed to see.” (*Id.* at p. 129.)

### **b. The Adequacy of the Settlement**

“In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as ‘the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.’ The list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244–245, internal citations omitted, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

Here, The Declaration of Marta Manus presents counsel's assessment of the realistic exposure and maximum recovery for plaintiff's claimed Labor Code violations. (Manus Decl., ¶¶ 19-30.) Plaintiff's expert, Jarrett Gorlick, was hired to prepare damage calculations and exposure analysis for mediation where the case ultimately settled. (*Id.*, ¶ 31.) The Supplemental Declaration of Jarrett Gorlick indicates Mr. Gorlick analyzed data provided to him and he was able to query recorded meal and rest break compliance, payment of overtime and penalties that would stem from violations to provide estimates of potential exposure to plaintiff's counsel. (Manus Decl., Ex. 5, Suppl. Gorlick Decl., ¶ 6.) The supplemental declaration of Mr. Gorlick adequately explains the basis of the figures relied upon by plaintiff's counsel in her analysis to conclude that the settlement is reasonable.

Plaintiff points out that the settlement was reached after arm's length mediation, and that counsel conducted informal discovery and document exchange to investigate the claims and learn the strengths and weaknesses of the case. Counsel also appear to have experience in wage and hour litigation. These factors generally weigh in favor of finding that the settlement is fair, adequate, and reasonable. The court intends to find the gross settlement amount is fair and reasonable for purposes of preliminary settlement approval.

### **c. Proposed Class Notice**

The proposed notice appears to be adequate. The notification procedure is designed to provide the greatest likelihood that each class member will receive the settlement notification. The notices will provide the class members with information regarding their time to opt out, object, or challenge the number of workweeks, the nature and amount of the settlement, the amount to be received by the class member, the impact on class members if they do not opt out, the amount of attorney's fees and costs, and the service award to the named class representative. (Settlement, Ex. A.) The notice also advises PAGA group members they may opt-out of the class settlement but cannot exclude themselves from the PAGA claims and will receive a PAGA penalty payment. Therefore, the court finds that the proposed class notice is adequate.

### **3. ATTORNEYS' FEES AND COSTS**

Plaintiff's counsel seeks a fee award of one-third of the gross settlement. There has been considerable debate in the Courts of Appeal as to whether a percentage fee should be permitted in class action settlements, or whether the courts should employ the lodestar fee calculation method. However, the California Supreme Court has determined that a percentage fee method is allowable where there is a common fund settlement.

“Whatever doubts may have been created by *Serrano III* [citation], or the Court of Appeal cases that followed, we clarify today that use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an

appropriate percentage of the fund created.” (*Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 503.)

However, the Supreme Court also observed that the trial court has discretion to double-check a proposed fee percentage award by using the lodestar method. “Nor do we perceive an abuse of discretion in the court’s decision to double check the reasonableness of the percentage fee through a lodestar calculation. As noted earlier, ‘[t]he lodestar method better accounts for the amount of work done, while the percentage of the fund method more accurately reflects the results achieved.’ [Citation.] A lodestar cross-check thus provides a mechanism for bringing an objective measure of the work performed into the calculation of a reasonable attorney fee. If a comparison between the percentage and lodestar calculations produces an imputed multiplier far outside the normal range, indicating that the percentage fee will reward counsel for their services at an extraordinary rate even accounting for the factors customarily used to enhance a lodestar fee, the trial court will have reason to reexamine its choice of a percentage. [Citation.]” (*Id.* at p. 504.)

Here, is seeking preliminary approval of \$163,333.33 in attorney fees, representing 33.33% of the gross settlement and litigation costs of \$30,000. Plaintiff’s counsel has provided a brief summary of the qualifications of the attorneys within the D.Law, Inc. law firm and summarized the number of hours each of eight attorneys contributed to the case along with their billing rate. The court notes that the billing rates are extraordinarily high for the local community and any lodestar analysis with the final approval will reflect reduced rates to accurately reflect those of the community.

The evidence provided is sufficient to support preliminary approval. Counsel shall provide an updated lodestar analysis with the final approval motion and documentation of all costs sought to be recovered.

#### **4. PAYMENT TO CLASS ADMINISTRATOR**

The settlement provides that the settlement administrator will be paid up to \$9,950. (Sutherland Decl., ¶ 9, Ex. B.) This is preliminarily approved. With the final approval motion plaintiff shall submit an updated declaration from the settlement administrator setting forth the anticipated final cost of administration.

#### **5. PAGA CLAIM AND 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.) For that reason, Labor Code section 2699(l)(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. Plaintiffs’ counsel has provided evidence that notice of the settlement has been sent to the LWDA. (Manus Decl., Ex. 3.)

Although no objection is made by the LWDA, the court notes that 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. The settlement of the operative complaint,



(49)

**Tentative Ruling**

Re: **Lally v. Johnson**  
Superior Court Case No. 26CECG01079

Hearing Date: April 30, 2026 (Dept. 501)

Motion: by Petitioner Christine Lally for an Order Compelling Compliance with Investigational Subpoena Duces Tecum

**Tentative Ruling:**

To grant. Petitioner Christine Lally is directed to submit a proposed order within five days of service of the order by the clerk.

**Explanation:**

On March 27, 2026, the court issued an order to show cause as to why an order compelling compliance with an investigation subpoena duces tecum should not issue. On April 8, 2026, respondent Alfred B. Johnson, M.D. ("respondent") filed a response. No material objections were raised in the response. Accordingly, let an order issue directing respondent to comply with the August 29, 2025, subpoena duces tecum.

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:** DTT on 4/29/2026.  
(Judge's initials) (Date)