

SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA

Tentative Ruling

2023CUOE008785: LETICIA ACEVEDO vs TURBONETICS HOLDINGS INC, et al.

02/25/2026 in Department 44

Hearing on Motion for Final Approval of Settlement

Effective **January 5, 2026**, Judge Charmaine H. Buehner and all cases previously assigned to Department J4 at the Juvenile Justice Center in Oxnard transferred to Department 44, located at the Hall of Justice, 800 South Victoria Avenue, Ventura, California 93009.

Department Rules. Parties and counsel shall follow the Department 44 rules and Zoom protocols, available at <https://ventura.courts.ca.gov/department-44>.

Remote Appearances. The Court allows Zoom appearances as a courtesy to parties and counsel. The Court does not accommodate Court Call appearances.

BEFORE FEBRUARY 23, 2026: Provide notice of your intent to appear remotely via Zoom by 4 p.m. the court day before each hearing by email at courtroom44@ventura.courts.ca.gov, with a subject line that includes “NOTICE TO APPEAR VIA ZOOM.”

ON AND AFTER FEBRUARY 23, 2026: Register for each court appearance by 4:00 p.m. the day before your hearing: <https://ventura-courts-ca.zoom.us/meeting/register/iqN7uhQSQMuOqs-9TQXgEQ>.

You will be denied remote entrance to the hearing if you do not timely notify/register to appear via Zoom by 4:00 p.m. the court day before your hearing. No advance notice is required to appear in person.

Tentative Rulings. Oral argument should address the tentative decision. To submit on the tentative decision, email courtroom44@ventura.courts.ca.gov before 8:00 a.m. on the hearing date, copying all other parties, Use the subject line “SUBMISSION ON TENTATIVE”, [Case Number], [Case Title] and [Party]. If not all parties submit, the hearing will proceed, and the tentative ruling may change.

The Court may adopt, modify or reject the tentative ruling after hearing. The tentative ruling has no legal effect unless and until adopted by the Court.

Motion: Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, and Enhancement Award

Tentative Ruling:

Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, and Enhancement Award is GRANTED subject to the following modification:

Gross Settlement Amount	\$1,450,000.00
Less Attorney Fees	416,875.00

Less Costs	14,119.14
Less Administrative Costs	6,950.00
Less PAGA Penalties	175,000.00
Less Service Award	10,000.00
Net Settlement Before PAGA add-back	827,055.86
Net Settlement After PAGA add-back (25% of \$175,000)	\$870,805.86

The Court sets a final compliance hearing on February 25, 2027 at 8:30 a.m. The Court orders Plaintiff to file a declaration concerning the final distribution of funds at least 10 court days in advance of the compliance hearing.

Plaintiff's counsel to give notice.

Discussion

“A settlement or compromise of an entire class action, or of a cause of action in a class action, or as to a party, requires the approval of the court after hearing.” (Cal. Rules of Court, rule 3.769, subd. (a); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.) At the final approval stage, the court must ensure that the proposed class settlement is fair, adequate, and reasonable. (*Dunk, supra*, at p. 1801; Cal. Rules of Court, rule 3.769, subd. (g); see also *Williams v. Superior Court* (2017) 3 Cal.5th 531, 549 [“PAGA settlements are subject to trial court review and approval, ensuring that any negotiated resolution is fair to those affected.”]; *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, 693 [“[C]ourts performing their statutory review function have a duty to ‘ensur[e] that [the] negotiated resolution [of a PAGA claim] is fair to those affected.’” (quoting *Williams*)].) The purpose of the process is to prevent fraud, collusion, or unfairness to the class. (*Dunk, supra*, at p. 1800.)

“If the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement.” (Cal. Rules of Court, rule 3.769, subd. (f).)

1. Adequacy of Notice of Final Approval Hearing

“The principal purpose of notice to the class is the protection of the integrity of the class action process, one of the functions of which is to prevent burdening the courts with multiple claims where one will do.” (*Cho v. Seagate Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 745–746 [quoting *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 970].) “The notice must fairly apprise the class members of the terms of the proposed compromise and of the options open to the dissenting class members.” (*Cho, supra*, at p. 746.)

Here, the notice and forms were provided in English only in plain language, using appropriate font, and clear headings. The notice contains explanations of the proposed settlement, the procedures for class members to follow in filing written objections to the settlement, the

procedures for arranging to appear at the hearing, and the procedures for stating objections to the proposed settlement. (Brown Decl., Exh. A.; Cal. Rules of Court, rule 3.769, subd. (f); *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 266 [quoting subd. (f)].) The notice does indicate that the final hearing will occur in Department J4, but does provide the Court’s web address and the administrator’s web address for more information. Accordingly, the Court finds that the notice meets the requirements of Rule of Court 3.769, subdivision (f), and is therefore adequate.

2. Evaluation of Settlement

The Court reviewed the settlement in connection with the preliminary approval motion, finding in its October 8, 2025 Minute Order that the settlement amount was fair and reasonable after considering the *Dunk* factors. It preliminarily approved the settlement, subject to a cap of attorney fees at 33% pending a further detailed analysis of the reasonableness of the fees in connection with the final approval hearing, which resulted in the following preliminarily approved settlement distribution:

Gross Settlement Amount	\$1,450,000.00
Attorney Fees (capped at 33% of Gross Settlement Amount)	478,500.00
Litigation Costs (not to exceed)	50,000.00
Administrator’s Costs (maximum)	7,500.00
PAGA Penalties	175,000.00
Service Award	10,000.00
Net Settlement Before PAGA Add-Back	729,000.00
Net Settlement After PAGA Add-Back (25% of \$175,000)	\$772,750.00

Accordingly, in light of its previous analysis of the settlement under *Dunk*, the Court need not reconsider the *Dunk* factors here.

3. Reaction of Class Members

The Court has discretion to find a favorable reaction to the settlement among class members when the number of objections to the settlement is a small percentage. (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 967 [district court did not abuse discretion where notice sent to 376,301 putative class members generated 52,000 claim forms and 54 objections]; see also *Churchill Village, L.L.C. v. General Electric* (9th Cir. 2004) 361 F.3d 566, 577 [notice to 90,000 class members generated 45 objections and 500 opt-outs; no abuse of discretion in finding favorable reaction].)

Here, the administrator was provided with a list of 239 class members. (Brown Decl., ¶ 5.) Notice was sent to all 239 class members by first-class mail. Thirteen notice packets were returned and skip traces were performed, which resulted in updated addresses for all thirteen class members. Notice packets were then re-mailed. (*Id.*, ¶ 7-9.) No notice packets are deemed undeliverable. (*Id.*, ¶ 10.)

No class members requested to be excluded. No class members have filed written objections. The administrator has received no disputes. The deadline for objecting and opting out was December 27, 2025 deadline. (*Id.*, ¶¶ 10-14.)

The Court thus finds that the high participation rate and lack of objections weigh in favor of approving the settlement.

4. Attorney Fees and Costs

“Because of the potential for fraud, collusion or unfairness, thorough judicial review of fee applications is required in all class action settlements and the fairness of the fees must be assessed independently of determining the fairness of the substantive settlement terms.” (*Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 555.) “The court has a duty, independent of any objection, to assure that the amount and mode of payment of attorneys' fees are fair and proper, and may not simply act as a rubber stamp for the parties' agreement.” (*Id.*)

“While the percentage method has been generally approved in common fund cases, courts have sought to ensure the percentage fee is reasonable by refining the choice of a percentage or by checking the percentage result against a lodestar-multiplier calculation.” (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 494-495.) “Some courts have employed a benchmark percentage, with upward or downward adjustments justified by a multifactor analysis. The Ninth Circuit has approved a 25 percent benchmark.” (*Id.*; see also *Six (6) Mexican Workers v. Arizona Citrus Growers* (9th Cir. 1990) 904 F.2d 1301, 1311.)

“[T]he trial court has broad authority to determine the amount of a reasonable fee.” (*PLCM Group v. Drexler* (2000) 22 Cal.4th 1084, 1095.) “The choice of a fee calculation method is generally one within the discretion of the trial court, the goal under either the percentage or lodestar approach being the award of a reasonable fee to compensate counsel for their efforts.” (*Laffitte, supra*, 1 Cal.5th at p. 504.) Further, the Supreme Court in *Laffitte* noted that some courts have not only used a benchmark percentage, but, once employed, have adjusted it *both* upward *and* downward depending on the circumstances of a particular case. (*Id.* at pp. 494-495.)

Here, class counsel continues to request approval of a fee of thirty-five percent of the gross settlement amount, in this case \$507,500. In support of the requested fee, counsel offers a description of time spent and a chart that shows a breakdown of the tasks performed by category. (Slinger Decl., ¶¶ 5-10, Exh. 1.) The chart does not specify which attorney performed the itemized task in each instance. The total number of hours—287.40—is simply listed at the conclusion of the chart that is Exhibit 1.

Counsel also presents a chart that lists twelve attorneys who worked on this matter, which shows their year of admission in California, their firm status (shareholder, managing attorney, senior attorney, etc.), and their claimed hourly rate, among other information. (Slinger Decl., ¶ 14.) The Court notes the hourly rates claimed as reasonable range from \$575 to \$725 for attorneys with one to three years' experience, to \$1,295 an hour or more for attorneys with fifteen-plus years'

experience. The lawyers' experience is described further in the Slinger Declaration. (*Id.*, ¶¶ 16-20.)

“The lodestar (or touchstone) is produced by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate. Once the court has fixed the lodestar, it may increase or decrease that amount by applying a positive or negative ‘multiplier’ to take into account a variety of other factors, including the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented.” (*Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26; see also *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.) “The reasonable hourly rate is that prevailing in the community for similar work.” (*PLCM Group v. Drexler* (2000) 22 Cal.4th 1084, 1095, *as modified* (June 2, 2000); *Shaffer v. Superior Court* (1995) 33 Cal.App.4th 993, 1002.)

The Court concludes that it cannot evaluate the reasonableness of the hours worked because the billing summary does not specify which attorney performed which task. Setting that aside, the Court finds that the case was overstaffed, and further finds that the hourly rates requested are, quite frankly, outrageous, given the experience levels of the attorneys who worked on the case and when compared with the requested rates of many other attorneys who have appeared before the Court in Ventura County. Thus, even if the Court were to be able to conduct the crosscheck in the matter, it would do so assuming rates far lower than those claimed by class counsel here. For these reasons, the Court concludes that conducting a lodestar crosscheck is not possible.

In the Court's experience, the procedural posture of a case when it settles is much more indicative of whether the best possible result was obtained for not only class representatives and their counsel, but, most importantly, for the absent plaintiffs, who are giving up their individual rights by not opting out of a settlement and who do so based only on the information provided in the class notice, which is far less information than that available to class representatives and their counsel. When plaintiffs and their counsel have faced real risk in the form of dispositive motions and challenges to class certification, and when they have successfully survived those challenges, that is when higher fees are justified. The facts of *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, support the Court's position.

In *Laffitte*, the case settled for \$19 million before trial. The settlement agreement provided that no more than a third of the recovery would go to class counsel as attorney fees. Class counsel then sought the full third, or \$6,333,333.33. The trial court approved the fee after considering the hours worked on the case, the course of the pretrial litigation, and the potential recovery and litigation risks. (*Id.* at p. 485.)

Initially, the Court notes that the issue on appeal in *Laffitte* was not whether a one-third contingency fee was reasonable, but rather whether a fee based on a percentage of the common fund was permissible at all in light of the Supreme Court's holding in *Serrano III*. (*Id.* at pp. 485-486; see also *id.* at p. 488 “[W]hether *Serrano III* permits a trial court to calculate an attorney fee award from a class action common fund as a percentage of the fund, while using the lodestar-multiplier method as a cross-check of the selected percentage.”) The court held that it was. (*Id.* at p. 506.) Although class counsel sometimes rely on *Laffitte* to argue that a settlement

of one-third is a benchmark, or is within the range of reasonableness, the Court reinforces that *Laffitte* did not hold either of those things.

The Court finds it beneficial in this case to mention the facts of *Laffitte* in order to demonstrate when a higher fee, such as one-third, is warranted and when it is not. In *Laffitte*, class counsel's declaration in support of the fee request indicated that the "litigation included extensive written discovery, extensive law and motion practice, 68 depositions, three Motions for Summary Judgment, a Class Certification Motion, subsequent Reconsideration motion and then another Motion to Decertify, numerous experts, consultation with an economist regarding potential damage exposure and two full day mediations." Further, litigation had lasted eight and a half years before settlement was achieved. (*Id.* at p. 487.)

Here, unlike *Laffitte*, the case, a garden-variety wage-and-hour matter, resolved at an early stage following mediation after limited discovery. (Slinger Decl., ¶¶ 5-9.) The merits and class-wide issues were not tested through class certification or dispositive motions. The settlement reflects the parties' assessment of litigation risks at that stage of the proceedings. Thus, after consideration of relevant factors, including the risks assumed by counsel and actually confronted, the complexity of the litigation, the amount of work reasonably and actually performed, the stage at which the case resolved, and the results achieved, the Court finds that this case and *Laffitte* are at opposite ends of the reasonable fee spectrum. The Court therefore exercises its discretion and employs a twenty-five percent benchmark as the reasonable starting point to arrive at an initial fee of \$362,500. The Court will enhance the fee by applying a 1.15 multiplier to account for counsel's acceptance of the case on a contingency basis and the result obtained, resulting in an upward-adjusted fee in the amount of \$416,875. The Court's approval of the settlement is conditioned on class counsel's acceptance of this fee, which as a percentage of the fund represents a 28.75% fee. The Court finds that, in exercising its discretion, it has ensured that the fee awarded bears a reasonable and proportionate relationship to counsel's contribution to the outcome and avoids both under- and over-compensation.

Finally, class counsel submits an itemized list of costs incurred. (Slinger Decl., Exh. 2.) The Court has reviewed the costs and finds that they appear to be of the kind reasonably incurred in a case like this and in light of the procedural posture of the case when it settled. Accordingly, the Court approves costs in the amount of \$14,119.14.

5. Proposed Order and Judgment

"The judgment in an action maintained as a class action must include and describe those whom the court finds to be members of the class." (Cal. Rules of Court, rule 3.771, subd. (a).) "Notice of the judgment must be given to the class in the manner specified by the court." (*Id.*, subd. (b).)

Here, no proposed order and judgment were submitted for the Court's consideration.