

SUPERIOR COURT OF CALIFORNIA - COUNTY OF FRESNO Civil Department - Non-Limited	Entered by:
TITLE OF CASE: Noemi Peraza Lopez vs. Noble Credit Union / COMPLEX / CLASS ACTION	
LAW AND MOTION MINUTE ORDER	Case Number: 24CECG00076

Hearing Date: **December 18, 2024** Hearing Type: **Mtn - Final Approval Class Settlement/ Atty Fees**
Department: **502** Judge/Temp. Judge: **Culver Kapetan, Kristi**
Court Clerk: **Martinez, Joanna** Reporter/Tape: **Not Reported**

Appearing Parties:	
Plaintiff:	Defendant:
Counsel: No Appearances	Counsel: No Appearances

Off Calendar

Set for 7/8/2025 at 3:30 p.m. in Dept. 502 for Status Conference

Submitted on points and authorities with/without argument. Matter is argued and submitted.

Upon filing of points and authorities.

Motion is granted in part and denied in part. Motion is denied with/without prejudice.

Taken under advisement

Demurrer overruled sustained with ___ days to answer amend

Tentative ruling becomes the order of the court. No further order is necessary.

Pursuant to CRC 3.1312(a) and CCP section 1019.5(a), no further order is necessary. The minute order adopting the tentative ruling serves as the order of the court.

Service by the clerk will constitute notice of the order.

See attached copy of the Tentative Ruling.

Judgment debtor ___ sworn and examined.

Judgment debtor ___ failed to appear.
Bench warrant issued in the amount of \$ ___

JUDGMENT:

Money damages Default Other ___ entered in the amount of:
Principal \$___ Interest \$___ Costs \$___ Attorney fees \$___ Total \$___
 Claim of exemption granted denied. Court orders withholdings modified to \$___ per ___

FURTHER, COURT ORDERS:

Monies held by levying officer to be released to judgment creditor. returned to judgment debtor.
 \$___ to be released to judgment creditor and balance returned to judgment debtor.
 Levying Officer, County of ___, notified. Writ to issue
 Notice to be filed within 15 days. Restitution of Premises
 Other: ___

(35)

Tentative Ruling

Re: **Noemi Peraza Lopez v. Nobel Credit Union**
Superior Court Case No. 24CECG00076/COMPLEX

Hearing Date: December 18, 2024 (Dept. 502)

Motion: (1) By Plaintiff Noemi Peraza Lopez for Final Approval of Class Action Settlement
(2) By Plaintiff Noemi Peraza Lopez for Attorney Fees, Costs and Service Award

Tentative Ruling:

To grant final approval of the class action settlement. To set a status conference for Tuesday, July 8, 2025, 3:30 p.m. in Department 502.

To grant the motion for an award of attorney fees and costs in the amount of \$50,000; a service award to plaintiff Noemi Peraza Lopez in the amount of \$5,000; and settlement administration costs in the amount of \$10,000.

Explanation:

Final Approval

1. Class Certification

The court has already granted the motion for preliminary approval and certification of the class and found that the class is sufficiently numerous and ascertainable to warrant certification for the purpose of approving the settlement. There is no reason for the court to reconsider its decision granting certification of the class. Therefore, the court certifies the class for the purpose of final approval of the settlement.

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 National Services, 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 must be before the . . . court must be sufficiently developed." (*Id.* at p. 130.) 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. Fair and Reasonable

Previously, the parties submitted the Settlement Agreement and Release, which contemplated a release of the claims brought by this action in exchange for \$159,000.00. The gross settlement will not be subjected to attorney fees or costs, incentive payments, or the costs to administer the settlement. The court preliminarily approved these terms, and notice to the putative class of these amounts was given.

In addition, class counsel are highly experienced in complex litigation, and provided information as to their assessments of the strength of Plaintiff's case, the risk, expense and complexity of the litigation, the risk of maintaining class action status, and the extent of discovery completed. Thus, class counsel's opinion that the settlement is fair, adequate, and reasonable is entitled to considerable deference. There is also no evidence that the settlement is the product of collusion. Therefore, the court continues to find that the proposed settlement amount is fair, adequate and reasonable.

Based on the above, the court grants the motion for final approval of the settlement.

Fees, Costs, and Service Award

Plaintiff Noemi Peraza Lopez ("Plaintiff") seeks an award of fees, costs, and service award. Plaintiff requests \$50,000 in attorney fees and costs; \$10,000 in administration costs; and \$5,000 as a service award.

As noted above, ordinarily, the court has a duty to the class to objectively analyze the evidence and circumstances in awarding these amounts when they are borne by the class. As the class does not bear these burdens, the court assumes no particular duty on behalf of the class.

Based on the terms of the settlement agreement setting forth the above amounts in favor of Plaintiff, and based on the lack of opposition by defendant Noble Credit Union,

the motion is granted as sought: attorney fees and costs in the amount of \$50,000¹; service award in the amount of \$5,000; and settlement administrator costs in the amount of \$10,000.

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: _____

KCK
(Judge's initials)

K. Kapt on *12/19/24*

(Date)

¹ The court notes that, generally, it may not rubberstamp a request for attorney fees, and must determine the number of hours reasonably expended. (*Donahue v. Donahue* (2010) 182 Cal.App.4th 259, 271.) The court has discretion to grant attorney fees in class actions based on the percentage of the total recovery. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503-504.) The court agrees with Plaintiff's conclusion that the common fund of the settlement amounts to \$224,000; and that the fee request, inclusive of costs, reflects 22.3 percent of the common fund. This is lower than typical fee requests, which do not include costs of suit. The court further acknowledges the contingent nature of the representation, as well as the results achieved. Accordingly, the court finds that the attorney fees and costs are reasonable as sought.

