

ARIZA v LAKESIDE VENTURES, LLC, et al.

22CV46059

**DEFENDANT'S MOTION TO EXPUNGE LIS PENDENS
OR
REQUIRE PLAINTIFF TO FILE UNDERTAKING**

This matter involves a dispute over the sale of a mobile home estate located at 1475 Railroad Flat Road, Mokelumne Hill, CA ("Mobile Home Estate.") The factual and procedural history of this lengthy dispute has been set forth in detail in multiple rulings. The following is relevant to the instant motion.

On April 3, 2023, Plaintiff Helen Ariza ("Plaintiff") filed a First Amended Complaint against multiple defendants including Arthur Trillo ("Trillo"). As against Trillo, Plaintiff brought causes of action for quiet title and intentional interference with contract. On January 19, 2024, the Court granted a motion for preliminary injunction filed by Defendants Scott Nordyke ("Nordyke") and Trillo. Pursuant to that ruling, Plaintiff was ordered to refrain from representing that she was an owner of the Park, had authority to collect rents, to evict tenants, to make alterations to the Park, to incur debts related to the Park or to solicit tenants to file complaints against the Park.

On March 26, 2024, Plaintiff recorded a lis pendens against Trillo's personal real property located at 7310 Conner Drive Valley Springs, California, 95252 (Motion to Expunge Ex. A.) The lis pendens does not include the Park.

On April 4, 2025, the Court denied Plaintiff's first motion to vacate the preliminary injunction, finding that Plaintiff provided no facts of law that would authorize the Court to vacate the injunction based on her allegations. The Court denied a second motion to vacate the preliminary injunction on August 15, 2025.

Now before the Court is Trillo's motion to expunge the lis pendens against his personal real property.

Code Civil Procedure section 405.30 provides, in relevant part:

At any time after notice of pendency of action has been recorded, any party, or any nonparty with an interest in the real property affected thereby, may apply to the court in which the action is pending to expunge the notice... Evidence or declarations may be filed with the motion to expunge the notice. The court may permit evidence to be received in the form of oral testimony, and may make any orders it deems just to provide for discovery by any party affected by a motion to expunge the notice. The claimant shall have the burden of proof under Sections 405.31 and 405.32.

There are four bases upon which expungement can be granted: 1) the lis pendens is void and invalid (§405.23), 2) the action as pleaded does not contain a real property claim (§405.23), 3) the claimant fails to establish the probable validity of the claim (§405.32), and 4) monetary relief provides an adequate remedy (§405.33.)

Section 405.4 provides, “ ‘Real property claim’ means the cause or causes of action in a pleading which would, if meritorious, affect (a) title to, or the right to possession of, specific real property... .” As the opposing party, plaintiff “has the burden of showing the existence of a real property claim.” (*Newell v. Superior Court of Los Angeles County* (2024) 107 Cal.App.5th 728, 735.)

Plaintiff fails to meet her burden. The FAC alleges a conflict regarding the Park. The FAC is devoid of any reference related to Trillo’s real property located at 7310 Conner Drive Valley Springs, California, 95252. Accordingly, the second basis for expungement applies here because Plaintiff’s action does not contain a real property claim against the property subject to the lis pendens. The Court is therefore mandated to expunge the lis pendens and cannot order an undertaking as a condition of expungement.

Code of Civil Procedure section 405.38 provides, “The court shall direct that the party prevailing on any motion under this chapter be awarded the reasonable attorney’s fees and costs of making or opposing the motion unless the court finds that the other party acted with substantial justification or that other circumstances make the imposition of attorney’s fees and costs unjust.”

Plaintiff points out that Trillo is self-represented. Generally, a pro se defendant cannot recover attorney’s fees. (*Leiper v. Gallegos* (2021) 69 Cal.App.5th 284.) However, Trillo presents evidence that he was previously represented and spent \$2,945.00 in attorney’s fees for a letter to Plaintiff demanding that the lis pendens be removed. (Declaration of Rachel Renmo (“Renmo Decl.”) ¶ 4, Ex. C to motion.) Ms. Renmo also avers that she

provided consultation in drafting the instant motion which cost Trillo \$2,000 in attorney's fees.

Trillo presents no legal authority that would allow the Court to award a pro se litigant the cost of "consultant" attorney's fees. More importantly, the Court concludes that Plaintiff had substantial justification for filing the lis pendens on Trillo's property as she was – albeit erroneously -- attempting to protect against the potential loss of assets that could be used to pay her if she prevailed on her case. Accordingly, the motion for attorney's fees is denied.

The motion to expunge the lis pendens is **GRANTED**. The motion for attorney's fees is **DENIED**.

The clerk shall provide notice of this ruling to the parties forthwith. The Court intends to sign the submitted proposed Order, modified to conform with the foregoing.

KILMADE v KAISER ENTERPRISES, INC.

24CV47369

PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Koll Kilmade as the representative plaintiff ("Plaintiff"), filed this class action lawsuit against Kaiser Enterprises, Inc. ("Defendant"). Plaintiff's Complaint alleges causes of action for wage and hour violations, including failure to pay overtime wages, wage statement violations, waiting time penalties and unfair competition. Plaintiff seeks penalties and damages under the Labor Code, Business and Professional Code, and the Private Attorney General's Act ("PAGA").

Plaintiff reports the matter has settled and moves for preliminary approval of settlement agreement ("Agreement"). (Code Civ. Proc., § 382, Cal. Rules of Court, rule 3.769.) Plaintiff has failed to file a proposed order with the motion as required by Cal Rule of Court 3.769(c). However, in the interest of judicial efficiency, and because the motion is unopposed, the Court will consider the substance of the motion.

I. Settlement Approval Process

There are three stages to the Court's settlement approval process: (1) preliminary approval of the proposed settlement at an informal hearing; (2) notice of the settlement to all affected class members; and (3) final approval after a formal hearing. The current motion is the first stage of the process. The Court may approve settlements reached before or after certification of the class. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240, disapproved on another ground in *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269.) Here, the class was not certified prior to the settlement, and Plaintiff seeks class certification at this time. The certification issue is addressed below.

When an action includes PAGA claims, the Court must review and approve the settlement and the proposed settlement shall be submitted to the Labor and Workforce Development Agency (LWDA) at the same time that it is submitted to the Court. (Lab. Code, § 2699, subd. (l)(2).) Plaintiff has provided the necessary notice to the LWDA.

II. The Proposed Settlement

The terms of the Agreement provide that Defendant shall pay a Gross Settlement Amount (“GSA”) of \$300,000 to be allocated across approximately 138 Class Members on a pro rata basis according to the number of weeks each Class Member worked during the Class Period. Costs to be deducted from the GSA are: (1) a maximum of up to 1/3 of the GSA (\$100,000) and up to \$25,000 in costs to Plaintiff’s counsel for services rendered; (2) an award of \$10,000 to the Plaintiff as the class representative; (3) \$5,000 for to ILYM Group, Inc for their fees and costs as settlement administrator; and (4) \$10,000 in PAGA penalties, which will be allocated 75% (\$7,500) to the LWDA, and the remaining 25% (\$2,500) added to the fund distributed to class members. (Agreement section 48(i).)

After deductions, the Net Settlement Amount (“NSA”) will be \$150,000.00. Plaintiff reports there are approximately 138 Class Members, and the projected average individual payment will be approximately \$1,087.00, with the highest estimated potential individual payment of approximately \$2,793.50. (Declaration of Mehrdad Bokhour (“Bokhour Decl.”) ¶ 11.) Class Members will not need to do anything to participate in the settlement and the gross settlement is non-reversionary. (*Ibid.*)

III. Ascertainable Class

Under California law, the basic requirements to sustain a class action are an ascertainable class, a well-defined community of interest in the questions of law and fact involved, and substantial benefits from certification that render proceeding as a class superior to the alternatives. (Code Civ. Proc. § 382; *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.)

The Agreement defines the “Settlement Class” and “Settlement Class Members” as “all persons who are or were previously employed by Defendant in California classified as a non-exempt employee during the Class Period.” (Agreement, ¶ A.39.) The “Class Period” is defined as the time between “May 8, 2020, through the date of the Preliminary Approval Order.” (*Id.* ¶ A.6.) Additionally, “PAGA Employees” include “all persons who are or were previously employed by Defendant in California classified as a non-exempt or hourly employee at any time from May 6, 2023, through the date of the Preliminary Approval Order.” (*Id.* ¶ A. 23.) Each PAGA Employee will receive a portion of the \$10,000 allocated as part of PAGA penalties, after deductions to the LWDA.

The Court finds the proposed Settlement Class is ascertainable and satisfies the numerosity requirement, that the action raises common wage and hour questions for class members, and that Plaintiff is an adequate representative of the class. The Court therefore conditionally certifies the proposed Settlement Class.

IV. Reasonableness of the Settlement

The purpose of preliminarily evaluating class action settlements is to determine whether the proposed settlement is within the “range of reasonableness” for possible approval, and whether it is worthwhile to issue notice to the class and schedule a formal hearing. (Cabraser, Cal. Class Actions and Coordinated Proceedings (2d ed. 2020) ¶ 14.02.) A presumption of fairness applies if there has been arm’s length bargaining, investigation has been sufficient to allow counsel and the court to act intelligently, class counsel is experienced in similar litigation, and the percentage of class members who object to the settlement is small. (*Ibid.*) “[P]re-certification settlements are routinely approved if found to be fair and reasonable.” (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 240.)

Plaintiff’s counsel reports that the parties engaged in an all-day, arms length mediation on February 25, 2025; that prior to mediation, the parties engaged in significant informal discovery, which included production of timekeeping and payroll data, and the employer’s written policies. (Bokhour Decl. ¶¶ 20-22.) The mediator, Tagore Subramaniam, Esq., is an experienced mediator. (*Id.* ¶ 22.) Plaintiff’s counsel has provided a declaration showing the class law firm has investigated and researched the claims in controversy, related documents and evidence, and the asserted defenses. (*Ibid.*) Plaintiff’s law firm is experienced with this type of litigation and had sufficient data to make an informed decision regarding the fairness of the settlement. (Bokhour Decl. ¶¶ 2-6; Declaration of Joshua Falakassa (“Falakassa Decl.”) ¶¶ 5-9.) Based on the firm’s investigation, and balancing the risks and obstacles in the various claims, the class law firm has concluded that the proposed settlement is a favorable result for the Settlement Class. (Falakassa Decl. ¶¶ 20-22.) Having reviewed the claims at issue, Plaintiff’s arguments in the memorandum of points and authorities, and the evidence submitted in support of the motion, the Court finds, for purposes of this preliminary approval, that the proposed settlement is fair and reasonable.

V. Notice

If the court has certified the litigation as a class action, notice must be given to the class members and 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(f).) Pursuant to California Rules of Court, rule 3.766(d), if class members are to be given the right to request exclusion from the class, the notice must include the following: (1) A brief explanation of the case, including the basic contentions or denials of the parties; (2) A statement that the court will exclude the member from the class if the member so requests by a specified date; (3) A procedure for the member to follow in requesting exclusion from the class; (4) A statement that the judgment, whether favorable or not, will bind all members who do not request exclusion; and (5) A statement that any member who does not request exclusion may, if the member so desires, enter an appearance through counsel.

Here, the proposed notice provides a background of the litigation and claims, sufficiently defines the class members, and informs them of the settlement and their respective rights. The proposed notice sets forth a breakdown of the settlement amount, including the total gross settlement amount, and the maximum amounts of the proposed deductions (i.e., class counsel's fees; class counsel's costs; settlement administrator's costs; representative plaintiff payment; and PAGA penalties). In addition, the proposed notice sets forth how each class member's payment will be calculated and further explains how class members can opt out of or object to the settlement. (Bokhour Decl. Ex. B.) Having reviewed the proposed notice, the Court finds that it complies with the California Rules of Court discussed above.

VI. Conclusion

Plaintiff has satisfied the procedural requirements for preliminary approval of a class action settlement, and the settlement amount appears fair and reasonable at this stage. **The Court grants preliminary approval of the settlement; appointment of Plaintiff as the class representative; appointment of Plaintiff's counsel as class counsel; appointment of ILYM Group, Inc as the third-party settlement administrator; and the proposed method and form of the notice. The Court also conditionally certifies the Settlement Class.** Plaintiff's counsel is instructed to prepare an Order outlining the Court's ruling.

The Court sets the hearing for final approval of the class settlement on December 19, 2025, at 9:00 a.m. in Department 2.

The clerk shall provide notice of this ruling to the parties forthwith. Plaintiff to prepare a formal Order in compliance with Rule of Court 3.1312 in conformity with this Ruling.