

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE

TENTATIVE RULINGS - February 20, 2026

HEARING DATE: 02/20/2026 HEARING TIME: 9:00 a.m. DEPT.: C-73

JUDICIAL OFFICER: Hon. Michael D. Washington

CASE NO.:37-2024-00019752-CU-OE-CTL

CASE TITLE: Clemente vs Oremor Automotive Group LLC [IMAGED]

CASE TYPE: (U)Other Employment

HEARING TYPE: Motion

TENTATIVE RULING

Plaintiffs Joseph Gonzalez, Kevin Clemente, James Harden, and Ghazi Sankari’s Motion for Preliminary Approval of Class Action Settlement is **GRANTED**.

Plaintiffs Joseph Gonzalez, Kevin Clemente, James Harden, and Ghazi Sankari (“Plaintiffs”) originally filed this class action PAGA matter on April 26, 2024. (ROA 1.) On September 11, 2025, Plaintiffs filed a First Amended Complaint (“FAC”) alleging the following causes of action: (1) Unfair Competition, (2) Failure to Pay Minimum Wages, (3) Failure to Pay Overtime Wages, (4) Failure to Provide Required Meal Periods, (5) Failure to Provide Required Rest Periods, (6) Failure to Provide Accurate Itemized Statements, (7) Failure to Provide Wages When Due, (8) Failure to Reimburse Employees for Required Expenses, (9) Illegal Restrictions on Disclosure, and (10) Civil Penalties Under the Private Attorneys General Act. (ROA 39)

According to the moving papers, Plaintiffs and Defendants Oremor Automotive Group, LLC, *et al.*, (together “Defendants”) have reached a resolution and agreement after extensive discovery and after mediating this matter with the help of an experienced mediator. Plaintiffs now seeks preliminary approval of the class action settlement.

A court's inquiry into whether to approve the settlement of a class action must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal. App. 5th 521, 534.) The court undoubtedly should give considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm's length transaction entered without self-dealing or other potential misconduct. (*Kullar v. Foot Locker Retail, Inc.* (2008)168 Cal. App. 4th 116, 129.) The trial court operates under a presumption of fairness when the settlement is the result of arm's-length

negotiation, investigation and discovery that are sufficient to permit counsel and the court to act intelligently, counsel are experienced in similar litigation, and the percentage of objectors is small. (*Cho v. Seagate Tech. Holdings, Inc.* (2009) 177 Cal. App. 4th 734, 743.) Ultimately, 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 the litigation. (*Edwards v. Heartland Payment Sys., Inc.* (2018) 29 Cal. App. 5th 725, 733.)

Plaintiffs have presented a proposed settlement in which the Parties have agreed to have a gross settlement value of \$925,000. (See Declaration of Nicholas J. Ferraro (“Ferraro Decl.”) ¶ 14.) There are currently an estimated 2,006 putative class members. (*Id.* ¶ 8.) Class members are current or former hourly/ exempt employees who worked for the Defendants from August 23, 2022 through June 20, 2025. (*Id.* Exhibit 1 (“Settlement Agreement”).) The parties have proposed for Apex Class Action Administration (“Apex”) to serve as the class administrator for this action. (Ferraro Decl. Exhibit 4.) Once preliminary approval is received, Defendants will provide Apex with data of the putative class members, and Apex will send the Notice of Class Action Settlement in substantially the same form as Attachment A to the Settlement, including the Request for Exclusion form attached as Attachment B to the Settlement. (See Settlement Agreement.) Before mailing class notice packet, Apex shall update class member addresses using a National Change of Address database. (*Id.* p. 11.) Upon Apex’s receipt of any class notice returned as undelivered, Apex will re-mail the class notice using the forwarding address provided by USPS. (*Id.*) If USPS does not provide a forwarding address, Apex will conduct a skip trace to find a correct address and re-mail it to the most current address obtained. (*Id.*) Class members will then have the option to object, request exclusion, or challenge the number of work weeks and pay periods. (*Id.*) Class members are also given the option to not do anything and receive the money. (*Id.*)

According to the moving papers, the Net Settlement Amount after attorney’s fees, litigation costs, administration costs, class representative awards, and other costs, will be \$478,697.50, with the average payment to class members being \$238.63. This settlement agreement and plan results from discovery and mediation with class action mediator, Kevin Barnes. (Ferraro Decl. ¶ 7.)

After a review of the moving papers, the Court finds that the agreement at hand is not the product of fraud, overreaching, or collusion by the parties. The parties have engaged in sufficient discovery and negotiation with a neutral mediator. Furthermore, no evidence has been presented in opposition to rebut the presumption of fairness. Thus, Plaintiffs’ Motion for Preliminary Approval of Class Settlement is **GRANTED**.

The Court will adopt and sign the proposed order filed by the Plaintiffs on January 27, 2026 (ROA 57), and it shall be the order of the Court. **At the hearing, the Parties should be prepared to propose dates for the Final Approval Hearing.**