SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE

TENTATIVE RULING

HEARING DATE: 8/14/2026
JUDICIAL OFFICER: MICHAEL D. WASHINGTON

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

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

TENTATIVE RULING

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

Plaintiffs Joseph Gonzalez, Kevin Clemente, James Harden, and Ghazi Sankari's Motion for Attorney's Fees is **GRANTED**

On February 20, 2026, this Court granted Plaintiffs' Request for Preliminary Approval of Class Action Settlement. (ROA 64.) Plaintiffs now request final approval of the class action settlement as well as attorney's fees in the amount of $358,333.33.

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(a).) 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. (Cal. Rules of Court, Rule 3.769(f).) 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. (*Id*.) Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement. (Cal. Rules of Court, Rule 3.769(g).)

According to the moving papers, the wage and hour class action involves 2,336 class members, all of whom are current and former non-exempt, hourly paid employees who worked for Defendants in California at any time from August 23, 2022 through June 20, 2025. (Declaration of Jean-Claude Lapuyade ("Lapuyade Decl.") Exh. 1, § 1.8.) On April 7, 2026, Apex Class Action, LLC ("Apex"), the settlement administrator, received the information of the class members from Defense counsel, conducted an address search, and then sent the Class Notice to each of the class members on April 20, 2026. (Declaration of Beth Paris ("Paris Decl") ¶¶ 5-7.) To date, only 27 of the Notices have been undeliverable, there have been zero objections, and there have been only eight requests for exclusion. (*Id*. ¶¶ 8-14.)

Based on the foregoing, the Court finds that the parties have met the notice requirement, and will now consider the fairness of the proposed settlement.

A court's inquiry into whether to approve the settlement of a class action must consider factors including "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" (*Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801.) 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 final settlement which the Parties estimate to have a total Gross Settlement Amount (“GSA”) of $925,000. (Lapuyade Decl. ¶ 8.) The following costs will be deducted from the GSA: (1) Attorney’s fees in the amount of $308,333.33; (2) Litigation Expenses not to exceed $50,000.00; (3) PAGA penalties totaling $40,000 (75% to LWDA, and 25% to aggrieved employees); (5) Administration Costs not to exceed $17,990; and (5) a $10,000 service payment to each of the four Plaintiffs. (*Id*. at Exh. 1.) This leaves a Net Settlement Amount of $468,676.67 (“NSA”). The NSA will be split amongst the class members, with the estimated average settlement payment per Class Member being $210.12, and the highest being individual payment being $467.55. (*Id*. ¶ 22.) The parties reached this agreement after substantial investigation and discovery as well a formal mediation conducted by Kevin T. Barnes on March 28, 2025. (*Id*. ¶ 19.)

After a review of the moving papers, based on the type of claims as well as the size of the class, the Court finds that the agreement at hand is not the product of fraud, overreaching, or collusion by the parties, and that the terms of the settlement are fair. The parties have engaged in sufficient discovery and negotiation with the help of a mediator. Furthermore, no evidence has been presented in opposition to rebut the presumption of fairness. Thus, Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement is **GRANTED**.

In addition, Plaintiffs’ unopposed Motion for Attorney’s Fees is **GRANTED.**

The Court will adopt and sign the proposed order filed by the Plaintiffs on July 20, 2026 (ROA 76), and it shall be the order of the Court.