

Silva vs. Premier Chevrolet of Buena Park, LLC
30-2021-01218096

Motion for Approval of PAGA Settlement

The Court has reviewed the supplemental materials provided by Plaintiff's and Defendants' counsel and finds that with a few exceptions, they adequately address the previously identified issues. Accordingly, the joint Motion for Court Approval of the Parties' PAGA Settlement Approval filed by (1) Defendant Premier Automotive of Buena Park, LLC dba Premier Chevrolet of Buena Park (erroneously sued as Premier Chevrolet of Buena Park, L.L.C.); (2) Defendant Premier Automotive Management, LLC (erroneously sued as Premier Automotive Management, L.L.C. dba Premier Automotive) (collectively "Moving Defendants") and (3) Plaintiff Ronald Silva (collectively, "Moving Parties") is **CONDITIONALLY GRANTED**, pending the resolution of the issues identified below.

This is a PAGA-only action.

On 8/2/2021, Plaintiff Ronald Silva, on behalf of himself and all others similarly situated, filed a Complaint for PAGA civil penalties for violations of the Labor Code, including failure to pay minimum wages, failure to pay overtime wages, failure to pay wages earned during employment, failure to pay meal and rest period premiums, failure to maintain accurate employment records, and failure to pay wages due upon separation of employment. (ROA #2.) Named Defendants are Premier Chevrolet of Buena Park, LLC; Premier Automotive Management, LLC; Premier Nissan of San Jose, LLC; Premier Automotive of Carlsbad, LLC; Premier Automotive HCDJ of California, LLC; Premier Automotive Imports of CA, LLC; Premier Automotive K of Carlsbad, LLC; Premier Automotive CJDR of Buena Park, LLC; Premier Automotive of CA, LLC; Premier Automotive of Claremont, LLC; Premier Automotive of Newark, LLC; Premier Automotive of Oakland PAH, LLC; Premier Automotive of Placentia, LLC; Premier Automotive of Seaside, LLC; Premier Automotive of Stevens Creek, LLC; and Premier Automotive of West Covina, LLC.

On 3/23/2022, Plaintiff filed a Motion for Court Approval of the PAGA Settlement. (ROA #40.) On 5/2/2022, Plaintiff-Intervenor Celia Arreola ("Intervenor") filed a Motion for Leave to Intervene. (ROA #54.) On 8/12/2022, the Court granted Intervenor's motion (ROA #71), and a complaint-in-intervention was filed on 8/18/2022 (ROA #83.) Ultimately, at the 4/21/2023 continued hearing on the settlement approval motion, the Court denied the motion with prejudice. (ROA #127.) However, the Court stated that to the extent the parties reached a new settlement that was materially different from the terms and conditions of the rejected settlement, they could re-file the motion. (*Id.*)

On 12/20/2024, Moving Defendants filed a Motion for Reconsideration, or, in the Alternative, to Vacate Order Granting Plaintiff Arreola's Motion to Intervene. (ROA #146.) The motion was unopposed. (ROA #156.) On 3/7/2025, the Court denied the motion but, on its own motion, vacated the Court's 8/12/2022 order granting Arreola's motion to intervene in light of the California Supreme Court's ruling in *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, which held that a PAGA plaintiff does not have a right to intervene challenge the settlement in a separate PAGA action brought by a different employee. (ROA #161.) Accordingly, the Court ordered that Arreola's complaint-in-intervention was stricken from the record. (*Id.*)

On 1/16/2026, Moving Defendants and Plaintiff filed the instant Motion for Court Approval of the Parties' PAGA Settlement, and submitted for the Court's review the PAGA Settlement and Release of All Claims Agreement executed as of 11/14/2025 ("Settlement Agreement") and proposed notice/cover letter to aggrieved employees that will accompany the payment to them. The instant motion seeks approval of the parties' proposed settlement of Plaintiff's PAGA claims for the non-reversionary gross settlement amount (GSA) of \$65,000.

On 7/1/2026, the Court continued the first hearing on the Motion and asked counsel to address various issues. (ROA #214.) Counsel has submitted supplemental materials, including an revised version of the PAGA Settlement and Release of All Claims Agreement executed by the parties 8/4/2026 ("Revised Settlement Agreement") and an amended notice/cover letter to aggrieved employees that will accompany the payment to them.

PAGA Members are defined as "any and all individuals who were employed by Defendants in California as non-exempt employees (including hourly paid and employees who earned commissions or other forms of incentive compensation." The PAGA Period is 2/24/2019 to the date of final judgment. As of 8/3/2026, the parties report there are 332 PAGA Members and 8,798 Pay Periods.

In the Court's 7/11/2026 minute order, "[t]he Court note[d] that the operative complaint names numerous defendants, but the Settlement Agreement and the instant motion involves only two defendants. Moving Parties must explain the status of the remaining named defendants and why they are not included by name in the Settlement Agreement and/or are not jointly moving for settlement approval." (ROA #214.)

In response, counsel for Defendants attested as follows: The operative Complaint names sixteen entities. This Settlement is between Plaintiff and two of them, Premier Automotive of Buena Park, LLC dba Premier Chevrolet of Buena Park and Premier Automotive Management, LLC, which are the entities that employed Plaintiff and the covered group. On June 26, 2025, the Court denied the petition to coordinate this action with the related *Arreola* and *Bridges* actions, with the result that this action proceeds as to the Buena Park dealership alone. Plaintiff has dismissed the remaining fourteen named defendants without prejudice. No claim against any non-settling defendant is released, compromised, or otherwise affected by this Settlement." (ROA #226, ¶ 15.)

However, the Register of Actions contains no formal dismissal of the other 14 Defendants filed by Plaintiff. **Accordingly, Plaintiff must, within five (5) court days of this ruling, file and serve a formal request for dismissal of the 14 Defendants that are not part of this settlement.**

Otherwise, based on a review of all submissions made in support of the Motion, the Court finds the settlement is fair, adequate, and reasonable.

The Court concludes that an attorneys' fee award totaling \$19,500 or 30% of the GSA, constituting a 0.35 multiplier against the lodestar amount, is fair, adequate, and reasonable for a settlement of this size, including considering the action's contingent nature and the results achieved.

Upon resolution of the dismissal issue identified above, the Court will grant the instant motion and approve the following specific awards and disbursements from the GSA:

- Attorneys' fees totaling \$19,500.00 awarded to Plaintiff's counsel; and
- Settlement administration costs of \$4,450.00 awarded to ILYM Group, Inc.

PAGA penalties in the amount of \$41,050.00 shall be allocated as follows: seventy-five percent (75%), or \$30,787.50, payable to the Labor and Workforce Development Agency (LWDA); and twenty-five percent (25%), or \$10,262.50, payable to the Aggrieved Employees in accordance with the terms of the Revised Settlement Agreement.

Within five (5) court days, counsel must submit a revised Proposed Order Approving PAGA Settlement and Judgment with the following revisions. The Court notes that nearly all of these revisions were ordered in the Court's 7/1/2026 minute order, but counsel has failed to make the edits. Any further failure to comply

with the Court's order shall result in an OSC re Monetary Sanctions against all counsel in light of the joint motion.

4. The proposed order and judgment should identify the Settlement Agreement by its actual name.
5. The proposed order and judgment states that it attaches the settlement agreement as Exhibit 1. Counsel separately submitted an Exhibit 1 to the Proposed Order at ROA #222. However, the version of the settlement agreement that appears in Exhibit 1 at ROA #222 is the original settlement agreement, not the revised version executed in August 2026, which is the operative settlement agreement. The operative settlement agreement should be attached to the proposed order and judgment.
6. The proposed order and judgment should include and specify the definitions of the Aggrieved Employees and the PAGA Period.
7. Moving parties should propose a realistic Final Accounting hearing date, taking into account the deadlines associated with funding the settlement, mailing distributions, allowing the check-cashing deadline to pass, and depositing uncashed check funds pursuant to the terms of the settlement agreement. The Court usually sets these hearings 9-10 months after final approval if the check-cashing deadline is 180 days. Moving parties must report to the Court the total amount that was actually paid to Aggrieved Employees and all others in accordance with the settlement agreement. All supporting papers must also be filed at least sixteen (16) court days (not 14 calendar days) before the Final Accounting hearing date, which should also be specified in the proposed order and judgment.
8. The proposed order and judgment should state that the Court's continuing jurisdiction is pursuant to California Code of Civil Procedure section 664.6.

Final Accounting will be set in accordance with the Court's Order of Final Approval and Judgment after counsel proposes a realistic date. Counsel shall submit the final report of the settlement administrator regarding the status of the settlement administration no later than sixteen (16) court days prior to the hearing. The final report must include all information necessary for the Court to determine the total amount of the settlement funds actually paid to the Aggrieved Employees and all others in accordance with the Settlement, as well as the amount of unclaimed funds, if any, remitted to the State Controller's Unclaimed Property Fund/the cy pre recipient. If the settlement funds are not completely disbursed by the report deadline, counsel must request a continuance. Failure to do so may result in the issuance of an Order to Show Cause re Monetary Sanctions.

Plaintiff to give notice of this ruling, including to the LWDA, within five (5) court days, and file proof of service.