

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
3 Helga Hakimi (SBN 257381)
Helga.Hakimi@capstonelawyers.com
4 Jaime Castaneda (SBN 344833)
Jaime.Castaneda@capstonelawyers.com
5 CAPSTONE LAW APC
1875 Century Park East, Suite 1860
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Celia Arreola

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SANTA CLARA**

11 CELIA ARREOLA, as an aggrieved employee
pursuant to the Private Attorneys General Act
12 ("PAGA"), on behalf of the State of California
and other aggrieved employees,

13 Plaintiff,

14 vs.

15 PREMIER NISSAN OF SAN JOSE, LLC, a
California limited liability company; PREMIER
16 AUTOMOTIVE C OF CARLSBAD LLC, a
California limited liability company; PREMIER
17 AUTOMOTIVE CJDR OF BUENA PARK,
LLC, a California limited liability company;
18 PREMIER AUTOMOTIVE HCDJ OF
CALIFORNIA, LLC, a California limited
19 liability company; PREMIER AUTOMOTIVE
IMPORTS OF CA, LLC, a California limited
20 liability company; PREMIER AUTOMOTIVE
K OF CARLSBAD LLC, a California limited
21 liability company; PREMIER AUTOMOTIVE
MANAGEMENT, L.L.C., a Louisiana limited
22 liability company; PREMIER AUTOMOTIVE
OF BUENA PARK, LLC, a California limited
23 liability company; PREMIER AUTOMOTIVE
OF CA, LLC, a California limited liability
24 company; PREMIER AUTOMOTIVE OF
CLAREMONT, LLC, a California limited
25 liability company; PREMIER AUTOMOTIVE
OF NEWARK, LLC, a California limited
26 liability company; PREMIER AUTOMOTIVE
OF OAKLAND PAH, LLC, a California limited
27 liability company; PREMIER AUTOMOTIVE
28 OF PLACENTIA, LLC, a California limited

Case No. 20CV369049

Assigned to the Hon. Theodore C. Zayner

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR COURT APPROVAL OF THE PAGA
SETTLEMENT AND JUDGMENT**

Complaint Filed: August 10, 2020

Trial Date: None Set

liability company; PREMIER AUTOMOTIVE
OF SEASIDE, LLC, a California limited,
liability company; PREMIER AUTOMOTIVE
OF STEVENS CREEK, LLC, a California
limited liability company; and/or PREMIER
AUTOMOTIVE OF WEST COVINA, LLC, a
California limited liability company; and DOES
1 through 10, inclusive

Defendants.

1 This matter comes on for hearing before the Honorable Theodore C. Zayner on March 4, 2026,
2 at 1:30 p.m. in Department 19. The Court now issues its tentative ruling as follows:

3 **I. Introduction**

4 This is a representative action arising from alleged wage and hour violations. On August 10,
5 2020, plaintiff Celia Arreola began this action by filing a complaint against defendant Premier Nissan of
6 San Jose, LCC (“Defendant”) *et al.*, asserting a sole cause of action for civil penalties under the Private
7 Attorneys General Act (“PAGA”).

8 In August 2021, plaintiff Ronald Silva filed a separate complaint in *Silva v. Premier Chevrolet of*
9 *Buena Park, LLC et al.*, (Super Ct., Orange County, 2021, No. 30-2021-01218096-CU-OE-CXC) (the
10 “*Silva* Action”), asserting a single cause of action for PAGA penalties. In February 2022, plaintiff Jamie
11 Bridges filed a complaint in *Bridges v. Premier Nissan of San Jose, LLC et al.*, (Super Ct., Santa Clara
12 County, No. 22CV394491) (the “*Bridges* Action”), asserting a single cause of action for PAGA
13 penalties. In February 2025, Plaintiff Arreola filed a petition to coordinate this action with the *Silva* and
14 *Bridges* Actions. On June 26, 2025, the Court issued an order denying the petition for coordination.

15 The parties to this action have reached a settlement, and Plaintiff’s unopposed motion for
16 approval of the PAGA settlement is now before the Court.

17 **II. Legal Standard**

18 Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other
19 current or former employees to recover civil penalties for Labor Code violations. (*Iskanian v. CLS*
20 *Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River*
21 *Cruises, Inc. v. Moriana* (2022) 596 U.S. 639 [2022 U.S. LEXIS 2940].) Seventy-five percent of any
22 penalties recovered go to the Labor and Workforce Development Agency (“LWDA”), leaving the
23 remaining 25 percent for the employees. (*Ibid.*) PAGA is intended “to augment the limited enforcement
24 capability of [the LWDA] by empowering employees to enforce the Labor Code as representatives of
25 the Agency.” (*Id.* at p. 383.) A judgment in a PAGA action binds all those, including non-party aggrieved
26 employees, who would be bound by a judgment in an action brought by the government. (*Id.* at p. 381.)

27 A superior court must review and approve any PAGA settlement. (Lab. Code, § 2699, subd.
28 (1)(2).) The court’s review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v.*

1 *Superior Court* (2017) 3 Cal.5th 531, 549.) The proposed settlement must be submitted to the LWDA at
2 the same time it is submitted to the court. (*Ibid.*)

3 As discussed by one court:

4 PAGA does not establish a clear standard for evaluating PAGA settlements. ...
5 [¶] Accordingly, certain courts have been willing to approve PAGA settlements
6 only if (1) the statutory requirements set forth by PAGA have been satisfied, and
(2) the settlement agreement is fair, reasonable, and adequate in view of PAGA's
public policy goals.

7 (*Patel v. Nike Retail Services, Inc.* (N.D. Cal. 2019) 2019 U.S. Dist. LEXIS 77988 (*Patel*), at *5.)

8 As part of this analysis, these courts have evaluated proposed PAGA settlements under the
9 relevant factors from *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026. (*Patel, supra*, 2019
10 U.S. Dist. LEXIS 77988 at *5-6.) “Of the *Hanlon* factors, the following are relevant to evaluating [a]
11 PAGA settlement: (1) the strength of the plaintiff’s case; (2) the risk, expense, complexity, and likely
12 duration of further litigation; (3) the amount offered in settlement; (4) the extent of discovery completed
13 and the stage of the proceedings; (5) the presence of government participation; and (6) the expertise and
14 views of counsel.” (*Ibid.*)

15 Similar to its review of class action settlements, the Court must “determine independently
16 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the LWDA
17 in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77.) It
18 must make this assessment “in view of PAGA’s purposes to remediate present labor law violations, deter
19 future ones, and to maximize enforcement of state labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S.*
20 *Aviation Servs. Corp.* (N.D. Cal., 2019) 383 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the
21 relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying
22 purpose of the statute to benefit the public ...”], quoting LWDA guidance discussed in *O’Connor v. Uber*
23 *Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

24 “[W]hen a PAGA claim is settled, the relief provided ... [should] be genuine and meaningful,
25 consistent with the underlying purpose of the statute to benefit the public ...” (*O’Connor, supra* at p.
26 1133.) The settlement must be reasonable in light of the potential verdict value. (*Id.* at 1135 [rejecting
27 settlement of less than one percent of the potential verdict].) But a permissible settlement may be
28 substantially discounted, given that courts often exercise their discretion to award PAGA penalties below

the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759 at *8-9.)

III. Discussion

A. Provisions of the Settlement

Plaintiff moves for approval of a proposed settlement made on behalf of:

[A]ll individuals who are or previously were employed by Defendant [Premier Nissan of San Jose] in California and classified as non-exempt employee at any time during the Settlement Period [June 5, 2019 through the date of entry of the Order and Judgment].

(Declaration of Raul Perez (“Perez Dec.”), Ex. 1 (“Agreement”), ¶¶ 2, 10.)

Defendant will pay a gross settlement amount of \$120,000. (Agreement, ¶¶ 4, 12.) This amount includes attorney fees of one-third of the gross settlement amount (\$40,000), litigation costs not to exceed \$15,000, a service award to Plaintiff of up to \$10,000, reasonable settlement administration costs (initially estimated to be \$10,000), and other unspecified fees and expenses. (*Id.* at ¶¶ 14–17.) Of the remaining net settlement amount, 75 percent will be paid to the LWDA and 25 percent will be distributed to aggrieved employees based on the pro rata number of pay periods worked by each aggrieved employee during the Representative Period. (*Id.* at ¶ 13.) Funds from checks that are not cashed within 180 days from the date of mailing will be tendered to the State Controller's Office, Unclaimed Property Division, in the name of each Aggrieved Employee who did not negotiate his or her check. (*Id.* at ¶ 21.)

In exchange for the settlement, the aggrieved employees will be deemed to release Defendant from “all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the Settlement Period.” (Agreement, ¶¶ 9, 22.) Plaintiff also agrees to a general release. (*Id.* at ¶ 15.) The release provisions are appropriately tailored to the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

B. Fairness of the Settlement

Plaintiff contends that the settlement is fair and reasonable and the PAGA penalties secured are

genuine and meaningful. (Mot., pp. 13-21.) Plaintiff's counsel explains that he conducted a thorough investigation of the pertinent factual and legal issues. (Perez Decl., ¶¶ 5-8.) Following years of litigation, the parties participated in a mandatory settlement conference with Kevin Bedolla on August 26, 2025. (*Id.* at ¶ 3.) In connection with settlement discussions, Defendant produced a substantial volume of documents and data. (*Id.* at ¶ 8.) Counsel asserts that Defendant's total realistic exposure for all claims is approximately \$717,125, and he provides a breakdown of this amount by claim. (Mot., p. 15:9-17.) Based on the information provided by counsel, Defendant's total maximum exposure for all claims is approximately \$6,754,500.

The gross settlement amount of \$120,000 represents approximately 1.8 percent of Defendant's estimated total maximum exposure. Therefore, the proposed settlement amount is low based on the general range of percentage recoveries that California courts have found to be reasonable. (See *Cavazos v. Salas Concrete, Inc.* (E.D. Cal., Feb 18, 2022, No. 1:19-cv-00062-DAD-EPG) 2022 U.S. Dist. LEXIS 30201, at *41-42 [citing cases approving settlements in the range of 5 to 35 percent of the maximum potential exposure].) Nevertheless, the Court finds that Plaintiff's counsel has adequately explained the reasoning behind the settlement amount and the discounts applied to estimate Defendant's realistic exposure. The settlement amount of \$120,000 is 16.7 percent of Defendant's estimated *realistic* exposure.

The Court has reviewed Plaintiff's written submissions and is satisfied that the settlement is fair and may be approved.

C. Incentive Award, Fees and Costs

As part of the settlement, Plaintiff seeks a service award in the amount of \$10,000. Although service awards are common in class actions, there is less authority regarding the propriety of service awards in PAGA cases. Nevertheless, a PAGA case is a representative action like a class action, and courts have recognized that an individual's willingness to act as a private attorney general may merit a service award. (See *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 959.)

Plaintiff has submitted a declaration detailing her participation in the action. Having reviewed Plaintiff's declaration, the Court is satisfied that a service award is warranted and the amount requested is reasonable. Accordingly, the service award is approved in the amount requested.

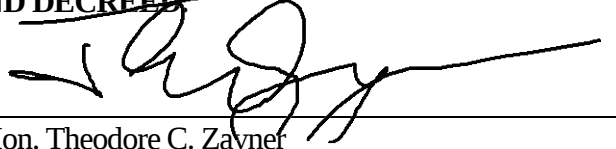
1 Plaintiff's counsel seeks attorney fees of \$40,000 (one-third of the gross settlement amount).
2 Counsel provides evidence demonstrating a lodestar of \$566,580, based on a total of 719.3 hours billed
3 at reasonable rates ranging from \$725 to \$1,050 per hour. (Mot., p. 10:13-16; Perez Decl., ¶¶ 19 – 23.)
4 This results in a negative multiplier. The Court finds the requested fees to be reasonable as a percentage
5 of the total recovery, and the fees are approved in the requested amount of \$40,000. Plaintiff's counsel
6 also requests litigation costs in the total amount of \$11,549.66 and provides evidence of costs incurred in
7 that amount. (Mot., p. 10:13-16; Perez Decl., ¶ 24.) The Court approves reimbursements of costs in the
8 amount of \$11,549.66. The Court also approves administration costs in the amount of \$5,000 to ILYM
9 Group, Inc. (Mot., p. 10:17; Agreement, ¶ 17.)

10 **IV. Conclusion**

11 The motion for approval of PAGA settlement is GRANTED. A compliance hearing is set for
12 November 18, 2026 at 2:30 p.m. in Department 19. Plaintiff is directed to file the Settlement
13 Administrator's compliance declaration no later than 14 calendar days prior to the hearing.

14 **IT IS SO ORDERED, ADJUDGED, AND DECREED**

15 Dated: March 5, 2026

16 
17 Hon. Theodore C. Zayner
18 Santa Clara County Superior Court Judge
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **March 4, 2026**, I served the document described as:
[PROPOSED] ORDER GRANTING MOTION FOR COURT APPROVAL OF THE PAGA SETTLEMENT AND JUDGMENT on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Christopher C. Hoffman
choffman@fisherphillips.com
Phillip G. Simpler (SBN 292486)
psimpler@fisherphillips.com
Ben Carney
bcarney@fisherphillips.com
Jazmine Baez
jbazez@fisherphillips.com
Angela Mastin
amastin@fisherphillips.com
FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121
Tel.: (858) 597-9600
Fax: (858) 597-9601

Attorneys for Defendants
PREMIER NISSAN OF SAN JOSE, LLC
erroneously also sued as PREMIER
AUTOMOTIVE C OF CARLSBAD, LLC;
PREMIER AUTOMOTIVE CJDR OF
BUENA PARK, LLC; PREMIER
AUTOMOTIVE HCDJ OF CALIFORNIA,
LLC; PREMIER AUTOMOTIVE IMPORTS
OF CA, LLC; PREMIER AUTOMOTIVE K
OF CARLSBAD LLC; PREMIER
AUTOMOTIVE MANAGEMENT, L.L.C.;
PREMIER AUTOMOTIVE 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

Robert W. Thompson
rthompson@ctsclaw.com
Sarah C. Varisco
svarisco@ctsclaw.com
CALLAHAN, THOMPSON, SHERMAN &
CAUDILL, LLP
2601 Main Street, Suite 800
Irvine, CA 92614
Telephone: 949-261-2872
Facsimile: 949-261-6060

ANTHONY J. NUNES, Esq. (SBN 290224)
tony@nunesworkerrightslaw.com
NUNES WORKER RIGHTS LAW, APC
15260 Ventura Blvd., Suite 1200
Sherman Oaks, California 91403
Tel: (530) 848-1515
Fax: (424) 252-4301

Attorneys for Plaintiff:
RONALD SILVA

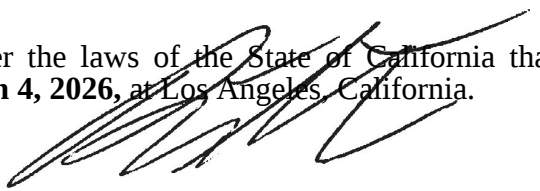
Jenna M. Koleson
jmk@pimentellaw.com
Viktoria Baklan
vab@pimentellaw.com
PIMENTEL LAW, P.C.
30 N. Raymond Avenue, Suite 211
Pasadena, CA 91103
Telephone: (626) 765-9800
Fax: (626) 628-3081

Attorneys for Plaintiff
JAMIE BRIDGES

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.
- ☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **March 4, 2026**, at Los Angeles, California.

Riley McIntire
Type/Print Name


Signature