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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

CRISTO HERNANDEZ, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

ELDORADO NATIONAL (CALIFORNIA),
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

JOSE ARMANDO MATA, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

ELDORADO NATIONAL CALIFORNIA,
INC., a subsidiary of the REV GROUP,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. CVRI2201056 (lead)
(consolidated with CVRI2303500)

Honorable Harold W. Hopp
Department 1

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: August 20, 2025
Time: 8:30 a.m.
Dept.: 1

Hernandez Action Filed: March 14, 2022
Hernandez FAC Filed: January 19, 2023
Mata Action Filed: July 10, 2023
Mata FAC Filed: October 9, 2023
Trial Date: Not Set

1 **BRADLEY/GROMBACHER, LLP**

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7 Attorneys for Plaintiff Jose Armando Mata and the Class

1 Plaintiffs Cristo Hernandez (“Plaintiff Hernandez”) and Jose Armando Mata’s (“Plaintiff
2 Mata”) (together, “Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement,
3 Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs came before
4 this Court on **August 20, 2025 at 8:30 a.m.** before the Honorable Harold W. Hopp in Department 1
5 of the above-captioned Court located at Riverside Historic Courthouse, 4050 Main Street, Riverside,
6 California 92501.

7 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
8 (“Settlement Agreement” or “Settlement”), which is attached as Exhibit 1 to the Declaration of
9 Alexandra Rose in Support of Plaintiffs’ Motion for Final Approval of Class Action and PAGA
10 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
11 that was filed on July 29, 2025, Plaintiffs’ Motion for Final Approval of Class Action and PAGA
12 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs,
13 the supporting papers filed by the Parties, the Declarations of Class Counsel (Alexandra Rose and
14 Marcus J. Bradley), the Class Representatives (Cristo Hernandez and Jose Armando Mata), and the
15 Settlement Administrator (Garvin Brown on behalf of ILYM Group, Inc.), and the evidence and
16 argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
17 Action and PAGA Settlement and documents thereto, the Court grants final approval of the Settlement
18 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

19 1. This Court has jurisdiction over the subject matter of the above-captioned action and
20 over Plaintiff and Defendant Eldorado National (California), Inc. (“Defendant”) (collectively, with
21 Plaintiffs, the “Parties”), including all members of the Class.

22 2. The Court finds that the following Class is properly certified as a class for settlement
23 purposes only: “All current and former non-exempt employees who worked for Defendant within the
24 State of California at any time during the Class Period, including those individuals who have signed
25 arbitration agreements.” The “Class Period” is defined as the period from March 14, 2018 through
26 February 29, 2024.

27 3. The Court appoints Plaintiffs Cristo Hernandez and Jose Armando Mata as the Class
28 Representatives for settlement purposes only.

1 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and
2 Alexandra Rose of Blackstone Law, APC and Marcus J. Bradley and Kiley Grombacher of
3 Bradley/Grombacher, LLP, as Class Counsel for settlement purposes only.

4 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
5 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
6 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
7 any other applicable law, and constitutes the best notice practicable under the circumstances, by
8 providing individual notice to all Class Members who could be identified through reasonable effort,
9 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
10 other Class Members. The Class Notice fully satisfied the requirements of due process.

11 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
12 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
13 requirements for final approval of this class action settlement under California law, including the
14 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
15 3.769.

16 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
17 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
18 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
19 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
20 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
21 by or against Defendant or any of the other Released Parties.

22 8. The Court finds that Eduardo Obando and Karen Elizabeth Segura have validly and
23 timely opted out of the Class Settlement and no Settlement Class Members have objected to the Class
24 Settlement.

25 9. In addition to any recovery that Plaintiff Mata may receive under the Settlement, and
26 in recognition of Plaintiff Mata’s efforts on behalf of the Class, the Court hereby approves the payment
27 from the Gross Settlement Amount of an Enhancement Payment to Plaintiff Mata in the amount of
28 \$10,000.00.

1 10. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
2 to Class Counsel in the sum of \$733,333.33 (one-third of the Gross Settlement Amount), which shall
3 be divided amongst Class Counsel pursuant to the Joint Prosecution and Attorney Fee Split Agreement
4 as follows:

- 5 • \$623,333.33 (i.e., 85%) to Blackstone Law, APC.
- 6 • \$110,000.00 (i.e., 15%) to Bradley/Grombacher, LLP.

7 11. The Court approves reimbursement of actual litigation costs and expenses to Class
8 Counsel in the sum of \$18,061.76, which shall be divided amongst Class Counsel pursuant to the Joint
9 Prosecution and Attorney Fee Split Agreement as follows:

- 10 • \$16,264.66 to Blackstone Law, APC.
- 11 • \$1,797.10 to Bradley/Grombacher, LLP.

12 12. The attorneys' fees and reimbursement of litigation costs and expenses to Class
13 Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a
14 reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage
15 basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

16 13. The Court approves and orders payment from the Gross Settlement Amount in the
17 amount of \$11,950.00 to ILYM Group, Inc. for performance of settlement administration services.

18 14. The Court approves and orders payment in the amount of \$180,000.00 to the California
19 Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward
20 PAGA penalties.

21 15. It is hereby ordered that within ten (10) business days after the Effective Date,
22 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
23 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

24 16. It is hereby ordered that within five (5) business days of the funding of the Gross
25 Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to
26 Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the
27 LWDA, Enhancement Payment to Plaintiff Mata, Attorneys' Fees and Costs to Class Counsel, and
28 Settlement Administration Costs to itself.

1 17. Each Individual Settlement Payment and Individual PAGA Payment check will be
2 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
3 issued, and thereafter, will be canceled. Any envelope transmitting an Individual Settlement Payment
4 check shall bear the following notation: "YOUR CLASS ACTION SETTLEMENT CHECK IS
5 ENCLOSED." The Settlement Administrator shall mail a reminder postcard by First Class U.S. Mail
6 to any Settlement Class Member and/or PAGA Employee whose Individual Settlement Payment
7 and/or Individual PAGA Payment check has not been negotiated within sixty (60) calendar days after
8 the date of mailing. If any of the Settlement Class Members and/or PAGA Employees are current
9 employees of Defendant and any check mailed to those employees is returned to the Settlement
10 Administrator as being undeliverable and the Settlement Administrator is unable to locate a valid
11 mailing address, the Settlement Administrator shall arrange with Defendant to have those distributions
12 delivered to the employees at their place of employment. Any funds associated with canceled checks
13 shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property
14 Division in the name of the Settlement Class Member and/or PAGA Employee.

15 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs
16 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
17 compromised, relinquished, and discharged the Released Parties of any and all claims under any
18 federal, state, or local law, which were alleged in the Operative Complaints or which could have been
19 alleged based on the factual allegations in the Operative Complaints, arising during the Class Period,
20 and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum
21 wages, provide compliant meal and rest periods and associated premium payments, timely pay wages
22 upon termination, provide accurate wage statements, provide employees' records, adopt standards that
23 minimize excessive indoor heat, provide suitable seating, and reimburse necessary business-related
24 expenses in violation of California Labor Code Sections 201, 202, 203, 221, 223, 226(a), 226.7, 510,
25 512(a), 516, 1174, 1182, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 6720, the applicable
26 Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections
27 17200-17209 (collectively, "Released Class Claims").

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1 19. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs
2 and the State of California with respect to all PAGA Employees will be deemed to have fully, finally,
3 and forever released, settled, compromised, relinquished, and discharged the Released Parties of any
4 and all claims described in the PAGA Letters and only to the extent that they are alleged in the
5 Operative Complaints, arising during the PAGA Period, for civil penalties under the Private Attorneys
6 General Act of 2004, California Labor Code Sections 2698-2699.8 for Defendant’s alleged failure to
7 pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
8 payments, timely pay wages during employment and upon termination, provide complaint wage
9 statements, maintain complete and accurate payroll records, adopt standards that minimize excessive
10 indoor heat, provide suitable seating, and reimburse necessary business-related expenses in violation
11 of California Labor Code Sections 201, 202, 203, 204, 221, 223, 226(a), 226.7, 510, 512(a), 1174,
12 1182.11-1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 6720, and the applicable
13 Industrial Welfare Commission Wage Orders (collectively, “Released PAGA Claims”).

14 20. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
15 Mata, individually and on his own behalf, will be deemed to have fully, finally, and forever released,
16 settled, compromised, relinquished, and discharged the Released Parties from any and all claims,
17 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or
18 causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
19 asserted or unasserted, which Plaintiff Mata, at any time of execution of the Settlement Agreement,
20 had or claimed to have or may have, including but not limited to any and all claims arising out of,
21 relating to, or resulting from his employment and/or separation of employment with the Released
22 Parties, including any claims arising under any federal, state, or local law, statute, ordinance, rule, or
23 regulation or Executive Order relating to employment, including, but in no way limited to, any claim
24 under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with
25 Disabilities Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act;
26 the California Family Rights Act; the California Fair Employment and Housing Act; all claims for
27 wages or penalties under the Fair Labor Standards Act; all claims for wages or penalties under the
28 California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to

1 violation of public policy, retaliation, or interference with legal rights; any and all other employment
2 or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach
3 of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to
4 be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
5 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
6 Plaintiff Mata understands and expressly agrees that the Settlement Agreement extends to claims that
7 he has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected,
8 vested or contingent, past, present, or future, arising from or attributable to an incident or event,
9 occurring in whole or in part, on or before the execution of the Settlement Agreement. Any and all
10 rights granted under any state or federal law or regulation limiting the effect of the Settlement
11 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
12 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
14 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
15 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
16 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

17 21. The “Released Parties” means Defendant and its officers, directors, employees, and
18 agents.

19 22. This Court shall retain jurisdiction with respect to all matters related to the
20 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
21 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
22 Settlement and the determination of all controversies relating thereto.

23 23. Notice of entry of this Order and Judgment shall be given to the Class Members by
24 posting a copy of this Order and Judgment on the Settlement Administrator’s website for a period of
25 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

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24. A Non-Appearance Case Review re: Final Report is set for _____ at _____ in Department 1 of this Court located at Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501. The Settlement Administrator shall file a Final Report five (5) court days prior.

IT IS SO ORDERED.

Dated: _____

Honorable Harold W. Hopp