

FILED
Superior Court of California
County of Los Angeles

06/23/2025

David W. Staylor, Executive Officer / Clerk of Court

By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

EFREN PALOMINO, on behalf of himself and
all others similarly situated;

Plaintiff,

v.

WINALL OIL CO., a California Corporation;
ALLEN GIMENEZ, an individual; GARY
GIMENEZ, an individual; and DOES 1 through
20, inclusive,

Defendants.

Case No. 23STCV04401

**~~PROPOSED~~ JUDGMENT GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: June 20, 2025

Time: 9:00 am

Dept: 17

Judge: Hon. Laura A. Seigle

Complaint Filed: February 28, 2023

FAC Filed: March 21, 2023

Trial Date: Not Set

1 **JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

2 Plaintiff Efren Palomino (“Plaintiff”)’s Motion for Final Approval of Class and
3 Representative Action Settlement (“Motion”) came before this court on June 20, 2025, at 9:00 a.m.
4 The Court, having considered the proposed Amended Stipulation of Settlement (the “Settlement”
5 or “Settlement Agreement”) entered into by Plaintiff and Defendants Winall Oil Co., Allen
6 Gimenez, and Gary Gimenez (“Defendants”) (Plaintiff and Defendants jointly, the “Parties”) and
7 attached as Exhibit 1 to the Declaration of Hunter Pyle in Support of Plaintiff’s Motion for Final
8 Approval; having considered Plaintiffs’ unopposed Motion, the memorandum of points and
9 authorities in support thereof, and the supporting declarations filed therewith; and good cause
10 appearing therefor, **HEREBY ADJUDGES AND DECREES AS FOLLOWS:**

11 1. This Court has jurisdiction over the subject matter of the above-captioned action and
12 over all parties to the action, including all Class Members.

13 2. The Court **GRANTS** final approval of the class and representative action settlement
14 as set forth in the Settlement Agreement and finds the terms to be within the range of
15 reasonableness of a settlement.

16 3. For purposes of the settlement, the Court finds that the proposed Settlement Class is
17 ascertainable and that there is a sufficiently well-defined community of interest among the
18 members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes
19 only, the Court grants final certification of the following Settlement Class:

20 All current and former gas-station attendant who were employed by Defendants throughout
21 California at any time from February 28, 2019, through December 20, 2024, the date of
22 preliminary approval of the Settlement by the Court.

23 4. The Court finally appoints Plaintiff Efren Palomino as Class Representative and
24 approves Hunter Pyle of Hunter Pyle Law, PC as Class Counsel.

25 5. The Class Notice provided to Class Members conforms with the requirements of
26 California Code of Civil Procedure section 382, California Civil Code section 1781, California
27 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
28 applicable law, and constitutes the best notice practicable under the circumstances; was reasonably

1 calculated, under the circumstances, to apprise Class Members of the pendency of the Action, and
2 their right to exclude themselves from or object to the proposed Settlement and to appear at the
3 Final Approval Hearing; was reasonable and constituted due, adequate, and sufficient notice to all
4 persons entitled to receive notice; and met all applicable requirements of due process, and any
5 other applicable rules or law.

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

10 7. Zero Class Members have objected to the Settlement.

11 8. Zero Class Members have opted out of the Settlement.

12 9. In recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves
13 the payment of a Class Representative Service Award to Plaintiff in the amount of \$7,500.00,
14 which he will receive in addition to any recovery he may receive under the Settlement.

15 10. The Court hereby approves the payment of \$6,000.00 to Simpluris, Inc.
16 ("Simpluris") for the costs of administering the settlement.

17 11. The Court hereby approves the Wage Justice Center as the *cy pres* beneficiary.

18 12. The Court hereby approves the payment to Class Counsel of attorneys' fees in the
19 amount of \$461,601.42 and litigation costs in the amount of \$40,118. The hourly rates and hours
20 requested by Class Counsel are reasonable.

21 13. The Parties are ordered to give notice to all Class Members in accordance with CRC
22 3.771(b).

23 14. Upon the Effective Date of the Settlement, all Class Members shall be and are
24 hereby permanently barred and enjoined from the institution or prosecution of any and all of the
25 Released Claims as provided by the terms of the Settlement. Aggrieved Employees are bound by
26 PAGA Release portion for the Settlement and the State's claims for civil penalties pursuant to
27 PAGA are also extinguished as provided by the terms of the Settlement.
28

1 15. The Settlement provided for herein, and any proceedings undertaken pursuant
2 thereto, are not, and should not in any event be offered, received, or construed as evidence of, a
3 presumption, concession, or an admission by any party of liability or non-liability or of the
4 certifiability or non-certifiability of a litigation class or collective, or that PAGA representative
5 claims may validly be pursued.

6 16. Simpluris is to execute the distribution of proceeds pursuant to the terms of this
7 Agreement. Upon completion of administration of the Settlement, the Parties shall file a
8 declaration setting forth that Settlement payments have been paid and that the terms of the
9 Settlement have been completed.

10 17. ~~The Court shall hold a compliance hearing on February 4, 2026, at 9:00 a.m., in~~
11 ~~Department 17. No later than ten court days prior to that hearing, Class Counsel shall file a~~
12 ~~compliance status report, together with a proposed amended judgment pursuant to California Code~~
13 ~~of Civil Procedure section 384. The court sets a Non-Appearance case review for March 9, 2026~~
14 ~~at 8:30 a.m. in Department 17.~~

15 18. Pursuant to California Code of Civil Procedure Section 664.6 and California Rules
16 of Court, Rule 3.769(h), the Court shall retain jurisdiction of this action, the Parties, and
17 Participating Class Members, as to all matters concerning the interpretation, administration,
18 implementation, consummation, and enforcement of this Settlement Agreement.

19 19. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
20 connection with the administration of the Settlement which are not materially inconsistent with
21 either this Judgment or the terms of the Settlement Agreement.

22 20. This Judgment is intended to be a final disposition of the above captioned action in
23 its entirety and is intended to be immediately appealable.

24 **IT IS SO ORDERED.**

25 Dated: 06/23/2025



26 *Laura A. Seigle*

27 Hon. Laura A. Seigle
28 Laura A. Seigle / Judge

I declare that I am employed in the County of Alameda, State of California. I am over the age of eighteen (18) years and not a party to the within cause. My business address is Hunter Pyle Law, PC, 505 14th Street, Suite 600, Oakland, California 94612. On this day, I served the following Document(s):

**[PROPOSED] JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL
OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

☒ **By Electronic Service.** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons listed below via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Kenneth H. Moreno
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Attorneys for Defendants
WINALL OIL CO., ALLEN GIMENEZ, and GARY GIMENEZ

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Oakland, California, on this date, June 20, 2025.

DARLENE SANCHEZ