

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Alexandra Rose FIRM NAME: Blackstone Law, APC STREET ADDRESS: 8383 Wilshire Blvd., Suite 745 CITY: Beverly Hills TELEPHONE NO.: (310) 622-4278 EMAIL ADDRESS: arose@blackstonepc.com ATTORNEY FOR (name): Plaintiff ARMANDO GASTELUM SUPERIOR COURT OF CALIFORNIA, COUNTY OF TULARE STREET ADDRESS: 221 S Mooney Blvd. MAILING ADDRESS: 221 S Mooney Blvd. CITY AND ZIP CODE: Visalia, 93291 BRANCH NAME: Visalia Division	STATE BAR NUMBER: 329407 STATE: CA ZIP CODE: 90211 FAX NO.: (855) 786-6356 FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Armando Gastelum DEFENDANT/RESPONDENT: Premier Trailer Manufacturing, Inc.	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: VCU300333

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): April 15, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Date: April 24, 2025

Alexandra Rose

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


(SIGNATURE)

EXHIBIT A

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE**

Gastelum, Armando
Plaintiff/Petitioner,

vs.

Premier Trailer Manufacturing, Inc.
Defendant/Respondent.

Jud. Officer: **Bret Hillman**
Clerk: **Mark Dimas**
Bailiff: **K Hice**
CSR: **Rebekah Walker**
Interpreter:
Language:

Minutes: **1) Motion Hearing**
Attorney's Fees
2) Motion Hearing
Final Approval Hearing
Date: **April 15, 2025**

Case No. **VCU300333**
Department 02

Related Cases:

Appearances: ☐ No Appearances

☐ Party: _____

☐ Remote Appearance

☐ Party: _____

☐ Remote Appearance

☐ Party: _____

☐ Remote Appearance

☐ Other: _____

☐ Remote Appearance

☒ Attorney: Miriam Schimmel, via Zoom,
representing Plaintiff

☒ Remote Appearance

☒ Attorney: Rissa Stuart, via Zoom,
representing Defendant

☒ Remote Appearance

☐ Attorney: _____

☐ Remote Appearance

☒ Case called at 08:50 A.M.

Motion: Final Approval of Class Action and PAGA Settlement

☒ Oral argument requested by Counsel as to Final Compliance Hearing date.

☒ Comments heard from Counsel and Court.

☒ Court directs the Clerk to modify the Final Compliance Hearing date as to distribution of settlement to November 26, 2025, at 08:30 A.M. in Department.

ORDER: The Court adopts the Tentative Ruling as the Order of the Court as follows:

TENTATIVE RULING: To grant the motion; to set the final compliance hearing as to distribution of settlement is set for November 26, 2025, 8:30 am, Dept. 2.

Facts and Analysis

Plaintiff's motion for final approval of class action and PAGA settlement, attorneys' fees, costs, enhancement award, LWDA payment and class certification for settlement purposes came on for hearing on April 15, 2025. The Court finds and rules as follows:

On March 24, 2025, the settlement administrator ILYM Group, Inc., through its Case Manager, filed a declaration detailing the following events.

On October 15, 2024, the administrator received a mailing list of 1,098 potential class members from Defendant's counsel with names, contact information, social security numbers and relevant employment information. On October 30, 2024, after the administrator processed the names through the National Change of Address Database and updated the list with any updated addresses located, the administrator sent class notice by mail. 158 notices were returned and updated addresses for 103 were obtained and notices were mailed. Therefore, 55 notices have been deemed undeliverable.

Class members had sixty (60) days, or until December 30, 2024, to submit objections, disputes and/or requests for exclusions. Zero (0) requests for exclusion and zero (0) valid objections have been received from class members. Therefore, all 1,098 Class Members or 100% of the Class will participate in the settlement.

The court presumes the settlement is fair and reasonable given (a) that it was reached through arms-length bargaining at mediations, (b) that there was sufficient time for investigation and discovery since commencement of litigation (c) class counsel have particularized experience with the claims at issue in the case, and (d) there appear to be no disputes or objections. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.)

A net settlement amount of \$982,990.93 is estimated to pay to the class members in accordance with the terms of settlement, with an average individual share of at least \$895.25 per class member, the lowest estimated share of \$22.01 and the highest estimated share of \$45,855.64. The Court believes basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise under the circumstances, in accordance with *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. This case involved extensive informal discovery and investigation of disputed claims, including review and analysis by Plaintiff's expert. The settlement avoids significant risks and delay that would result from further litigation of the case, which would include, amongst other matters, certification proceedings, trial, and the possibility of further delay and cost resulting from appeals.

Class counsel has provided a further declaration in support of the requests for attorney fees of \$231,072. The declaration indicates that the firm has spent 200.1 hours at rates ranging from \$950 to \$525 per hour, creating a base lodestar of \$154,048. (Declaration of Schimmel ¶11.) The Court notes the rates utilized here are those that were preliminarily approved previously and that counsel seeks no more than the 1.5 multiplier approved at the preliminary hearing.

Therefore, the Court will approve \$231,072 in fees as requested, equal to 1.5 times the current lodestar.

Counsel has additionally provided sufficient cost information indicating actual costs incurred in the amount of \$16,937.07, nearly all of the \$20,000 the Court preliminarily approved.

The Court believes the requested attorney fees, as adjusted, and costs appear reasonable under the circumstances. Additionally, counsel has provided a sufficient declaration to demonstrate adequate previous experience with class actions to further support the reasonableness of the award.

The settlement administrator has provided, in the declaration describing the work it has performed on the case, a value of services totaling \$12,950, less than the \$14,000 preliminarily approved. The Court believes the amount requested as compensation for the administrator appears reasonable.

The settlement agreement designates California Controller's Office Unclaimed Property Division, with an identification of the Participating Class Member to whom the funds belong, as recipient of unclaimed settlement proceeds. (Code Civ. Proc. § 384.)

The Court previously approved a representative payment of \$5,000 to Plaintiff and finds that this class representative payment is appropriate under the circumstances.

Finally, the Court confirms its conditional certification of the settlement class. The Court finds no significant events have occurred that would cause it to change its prior determination that the settlement class met all requirements under Code of Civil Procedure section 382 for certification for settlement purposes at the time it granted Plaintiff's motion for preliminary approval.

On review of the declarations and pleadings submitted, the Court finds, given the established presumption that the settlement is fair and reasonable under the circumstances of this case, and, particularly, given the absence of any objection or opposition following the class notice, that the settlement is fair and reasonable and that the motion for final approval should be, and is hereby, granted.

Plaintiff's deductions from the gross settlement of \$1,300,000 are therefore approved as follows:

Approved Attorney Fees (1.5 multiplier):	\$231,072.00
Approved Attorney Costs (incurred):	\$16,937.07
Approved Payment to Plaintiff:	\$5,000.00
Approved Settlement Administrator Costs	\$14,000.00
Approved Total PAGA Payment	\$50,000.00
Approved Net Settlement Amount	\$982,990.93

The Court shall enter its order of final approval and judgment in this case on the proposed form submitted by Plaintiff and orders that notice of entry of judgment be given as provided in the judgment following entry thereof.

Final Compliance Hearing as to distribution of settlement is set for November 26, 2025, 8:30 am, Dept. 2.

☒ Clerk to provide notice to parties by mail.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

Visalia Division
221 S Mooney Blvd, Room 124
Visalia, CA 93291
559.730.5000

04/15/2025

STEPHANIE CAMERON, CLERK
Mark Dimas, Deputy

Gastelum, Armando
Plaintiff/Petitioner,

vs.

Premier Trailer Manufacturing, Inc.
Defendant/Respondent.

Case No. VCU300333

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause.

I certify that I caused the Minute Order dated April 15, 2025, to be served on the persons listed below in the following manner:

☒ BY MAIL: I placed the documents for collection and mailing on the date shown, so as to cause it to be mailed in a sealed envelope with postage fully prepaid on that date following standard court practices to the persons and addresses shown. The mailing and this certification occurred at Visalia, California on April 15, 2025.

☐ BY EMAIL: I transmitted the documents by electronic-mail to the parties designated email address on the date shown. The email and this certification occurred at Visalia, California on April 15, 2025.

☐ BY INTEROFFICE MAIL: I transmitted the documents by interoffice mail to the parties designated location on the date shown. The interoffice mailing and this certification occurred at Visalia, California on April 15, 2025.

STEPHANIE CAMERON,
CLERK OF THE SUPERIOR COURT
COUNTY OF TULARE

By 
Mark Dimas, Deputy Clerk

Names and Mailing/E-Mail Address of Person(s) Served:

JONATHAN GENISH
BLACKSTONE LAW, APC
8383 WILSHIRE BLVD STE 745
BEVERLY HILLS, CA 90211

RISSA STUART
KAHN SOARES & CONWAY
219 DOUTY ST
HANFORD, CA 93230

EXHIBIT B

1 Richard C. Conway - #81679
Rissa A. Stuart - #166459
2 Hunter W. Swearingen - #339788
KAHN, SOARES & CONWAY, LLP
3 Attorneys at Law
219 North Douty Street
4 Hanford, California 93230
Telephone: (559) 584-3337
5 Facsimile: (559) 584-3348

6 Attorney for Defendant, PREMIER TRAILER
MANUFACTURING, INC., a California corporation

7 Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
8 Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
9 Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
10 Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
11 Jared C. Osborne (State Bar No. 335968)
josborne@blackstonepc.com
12 **BLACKSTONE LAW, APC**
8383 Wilshire Boulevard, Suite 745
13 Beverly Hills, California 90211
14 Tel: (310) 622-4278 / Fax: (855) 786-6356

15 Attorneys for Plaintiff Armando Gastelum and the Class

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF TULARE**

18 **ARMANDO GASTELUM**, individually, and on
19 behalf of other members of the general public
20 similarly situated,

21 Plaintiffs,

22 vs.

23 **PREMIER TRAILER MANUFACTURING,**
24 **INC.**, a California corporation; and DOES 1
through 25, inclusive,

25 Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

04/15/2025

STEPHANIE CAMERON, CLERK

Kim Anaya, Deputy

Case No. VCU300333

Honorable Bret D. Hilman
Department 2

**JOINT STIPULATION TO MODIFY
FUNDING AND PAYMENTS TIMELINE**

Date: April 15, 2025
Time: 8:30 a.m.
Dept.: 2

Complaint Filed: July 27, 2023
FAC Filed: September 27, 2023
Trial Date: Not Set

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 Plaintiff Armando Gastelum ("Plaintiff") and Defendant Premier Trailer Manufacturing, Inc.
4 ("Defendant") (together, the "Parties"), by and through their respective counsel of record, stipulate
5 as follows:

6 **WHEREAS**, on July 2, 2024, the Parties entered into a Joint Stipulation of Class Action and
7 PAGA Settlement ("Settlement Agreement");

8 **WHEREAS**, Paragraph 32 of the Settlement Agreement calls for the funding of the Gross
9 Settlement Amount as follows: "[n]o later than thirty (30) calendar days after the Effective Date,
10 Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund...";

11 **WHEREAS**, the Effective Date is defined in Paragraph 6(j) of the Settlement Agreement as
12 follows: "(i) if no Settlement Class Member objects to the Class Settlement, then the Effective Date
13 will be the date of Final Approval; or (ii) if any Settlement Class Member objects to the Class
14 Settlement, the Effective Date will be the sixty-first (61st) calendar day after the date of Final
15 Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an
16 objector, then the Effective Date will be the day after final resolution of that appeal (including any
17 requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the
18 Settlement.";

19 **WHEREAS**, on October 1, 2024, at the Preliminary Approval Hearing, the Court granted
20 preliminary approval of the Settlement Agreement, as modified in its October 1, 2024 Order, with
21 the hearing on the motion for final approval set for April 15, 2025 at 8:30 a.m. in Department 2;

22 **WHEREAS**, as of the date of this stipulation, there have been no written objections to the
23 Class Settlement. The Response Deadline was December 30, 2024;

24 **WHEREAS**, pursuant to the Settlement Agreement, the Parties anticipate that the funding of
25 the Gross Settlement Amount in the sum of \$1,300,000.00 would be due on or about May 15, 2025;

26 **WHEREAS**, due to current financial constraints, Defendant is unable to pay the full Gross
27 Settlement Amount as per the Settlement Agreement;

28 ///

1 **WHEREAS**, to facilitate Defendant's performance as per the Settlement Agreement, the
2 Parties seek an order modifying Paragraphs 32 and 33 of the Settlement Agreement as follows: (1) to
3 modify the due date of the funding of the Gross Settlement Amount into two (2) installment dates,
4 with one-half of the Gross Settlement Amount being due on or before May 15, 2025 ("First
5 Installment") and the remaining one-half of the Gross Settlement Amount being due on or before
6 October 15, 2025; and (2) to modify the due date of the distribution of the Gross Settlement Amount
7 to five (5) business days after the Second Installment;

8 **THEREFORE**, subject to this Court's approval, the Parties hereto hereby agree and stipulate
9 as follows:

10 1. Paragraph 32 of the Settlement Agreement is modified to state as follows:

11 On or before May 15, 2025, Defendant will deposit one-half (1/2) of the Gross
12 Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of
13 Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement
14 Administrator ("First Installment"). Defendant shall provide all information necessary
15 for the Settlement Administrator to calculate necessary payroll taxes including its
16 official name, 8-digit state unemployment insurance tax ID number, and other
17 information requested by the Settlement Administrator, no later than May 15, 2025.

18 On or before October 15, 2025, Defendant will deposit the remaining one-half (1/2)
19 of the Gross Settlement Amount into the QSF ("Second Installment").

20 2. Paragraph 33 of the Settlement Agreement is modified to state as follows:

21 Within five (5) business days of the Second Installment, the Settlement Administrator
22 will issue the Individual Settlement Payments to Settlement Class Members,
23 Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA,
24 Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class Counsel, and
25 Settlement Administration Costs to itself. The Settlement Administrator shall also set
26 aside the Employer Taxes and all employee-side payroll taxes, contributions, and
27 withholding, and timely forward these to the appropriate government authorities.

28 3. The Settlement Administrator shall be instructed to post a copy of this Joint Stipulation
and Order on its website so that it is accessible to the Class Members on the Settlement
Administrator's website until disbursement of the Gross Settlement Amount is completed.

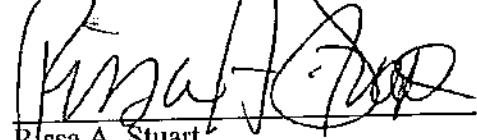
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Dated: March 19, 2025

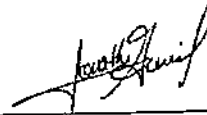
KAHN, SOARES & CONWAY, LLP



Rissa A. Stuart
Attorneys for Defendant Premier Trailer
Manufacturing, Inc.

Dated: March 21, 2025

BLACKSTONE LAW, APC



Jonathan M. Genish
Attorneys for Plaintiff Armando Gastelum
and the Class

ORDER

The Court, having reviewed the Parties' Joint Stipulation to Modify Funding and Payments Timeline ("Joint Stipulation"), FOR GOOD CAUSE APPEARING, the Court orders as follows:

1. Paragraph 32 of the Settlement Agreement is modified to state as follows:

On or before May 15, 2025, Defendant will deposit one-half (1/2) of the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator ("First Installment"). Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than May 15, 2025.

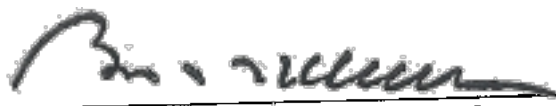
On or before October 15, 2025, Defendant will deposit the remaining one-half (1/2) of the Gross Settlement Amount into the QSF ("Second Installment").

2. Paragraph 33 of the Settlement Agreement is modified to state as follows:

Within five (5) business days of the Second Installment, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

1 3. The Settlement Administrator shall be instructed to post a copy of the Joint Stipulation
2 and this Order on its website so that it is accessible to the Class Members on the Settlement
3 Administrator's website until disbursement of the Gross Settlement Amount is completed.

4
5 DATED: 04/15/2025
6 _____


JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 I, Stephany Sinaguinan, certify and declare as follows:

3 I am over eighteen years of age and not a party to the within action; my business address is
4 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On April 24, 2025, I served a copy
of the following document:

5 **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

6 on the interested parties as follows:

7 Rissa A. Stuart
8 Richard Conway
9 **KAHN, SOARES & CONWAY, LLP**
219 North Douty Street
Hanford, California 93230
10 Tel: (559) 584-3337 / Fax: (559) 584-3348
E-mails: rstuart@kschanford.com
11 rconway@kschanford.com
12 mmoran@kschanford.com
13 pavila@kschanford.com
kdelira@kschanford.com

14 *Attorneys for Defendant Premier Trailer Manufacturing, Inc.*

15 ☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered
16 electronically to the above referenced address via email from email address
ssina@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1).
17 I did not receive any electronic message or other indication that the transmission was
unsuccessful.

18 State of California, Labor & Workforce Development Agency

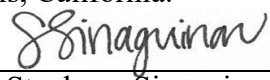
19 Web URL:

20 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

21 ☒ **BY ONLINE SUBMISSION:** The foregoing document was transmitted to the California
Labor and Workforce Development Agency through the online system established for the
22 submission of notices and documents, in conformity with California Labor Code section
2699(1). I did not receive any electronic message or other indication that the transmission was
unsuccessful.

23 ☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the
24 above is true and correct.

25 Executed on April 24, 2025 at Beverly Hills, California.

26 
27 Stephany Sinaguinan
28