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

ARMANDO GASTELUM, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiffs,

vs.

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

Defendants.

Case No. VCU300333

Honorable Bret D. Hillman
Department 2

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

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 Plaintiff Armando Gastelum’s (“Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement and Motion for Attorneys’ Fees and Costs, Enhancement Payment, and Settlement
3 Administration Costs came before this Court on **April 15, 2025 at 8:30 a.m.** before the Honorable
4 Bret D. Hilman in Department 2 of the above-captioned Court located at 221 S. Mooney Boulevard,
5 Visalia, California 93291.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Original Agreement”) and Amendment No. 1 to Joint Stipulation of Class Action and PAGA
8 Settlement (“Amendment No. 1”) (together, the Original Agreement and Amendment No. 1 are
9 referred to as the “Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of
10 Class Action and PAGA Settlement and Motion for Attorneys’ Fees and Costs, Enhancement
11 Payment, and Settlement Administration Costs, the supporting papers filed by the Parties, the
12 Declarations of Class Counsel (Jonathan M. Genish and Miriam L. Schimmel), the Class
13 Representative (Armando Gastelum), and the Settlement Administrator (Nicole Bench on behalf of
14 ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction with the
15 Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto, the
16 Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
17 FOLLOWING DETERMINATION:

18 1. This Court has jurisdiction over the subject matter of the above-captioned action and
19 over Plaintiff and Defendant Premier Trailer Manufacturing, Inc. (“Defendant”) (together, with
20 Plaintiff, the “Parties”), including all members of the Class.

21 2. The Court finds that the following Class is properly certified as a class for settlement
22 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
23 Defendant in the State of California at any time during the Class Period.” The “Class Period” is
24 defined as the period from July 27, 2019 through July 6, 2024.

25 3. The Court appoints Plaintiff Armando Gastelum as the Class Representative for
26 settlement purposes only.

27 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
28 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

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

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

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
23 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$5,000.00.

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
25 to Class Counsel in the sum of \$231,072.00 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$16,937.07. The attorneys’ fees and reimbursement of litigation costs
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

1 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
2 obtained for the Class.

3 11. The Court approves and orders payment from the Gross Settlement Amount in the
4 amount of \$12,950.00 to ILYM Group, Inc. for performance of settlement administration services.

5 12. The Court approves and orders payment in the amount of \$37,500.00 to the California
6 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
7 PAGA penalties.

8 13. It is hereby ordered that on or before May 15, 2025, Defendant will deposit one-half
9 (1/2) of the Gross Settlement Amount into an account established by the Settlement Administrator
10 (“First Installment”), in accordance with the terms and methodology set forth in the Settlement
11 Agreement and the Joint Stipulation to Modify Funding and Payments Timeline.

12 14. It is hereby ordered that on or before October 15, 2025, Defendant will deposit the
13 remaining one-half (1/2) of the Gross Settlement Amount into the account established by the
14 Settlement Administrator (“Second Installment”), in accordance with the terms and methodology set
15 forth in the Settlement Agreement and the Joint Stipulation to Modify Funding and Payments
16 Timeline.

17 15. It is hereby ordered that within five (5) business days of the Second Installment, the
18 Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class
19 Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and Costs to Class
20 Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and Settlement
21 Administration Costs to itself.

22 16. Each Individual Settlement Payment and Individual PAGA Payment check will be
23 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
24 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
25 distributed by the Settlement Administrator to the California Controller’s Unclaimed Property
26 Division in the name of the Settlement Class Member and/or PAGA Employee.

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1 17. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement
2 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
3 relinquished, and discharged the Released Parties of any and all claims which were alleged or which
4 could have been alleged based on the factual allegations in the Operative Complaint, arising during
5 the Class Period, which specifically includes claims for Defendant’s alleged failure to pay overtime
6 and minimum wages, provide compliant meal and rest periods and associated premium payments,
7 timely pay wages during employment and upon termination, provide accurate wage statements, and
8 reimburse necessary business-related expenses in violation of California Labor Code Sections 201,
9 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the
10 applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code
11 Sections 17200, *et seq.* (collectively, “Released Class Claims”).

12 18. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California
13 with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally,
14 and forever released, settled, compromised, relinquished, and discharged the Released Parties of any
15 and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Letter,
16 arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
17 California Labor Code sections 2698 *et seq.*, which specifically includes claims for Defendant’s
18 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
19 associated premium payments, timely pay wages during employment and upon termination, provide
20 complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary
21 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210,
22 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable
23 Industrial Welfare Commission Wage Order (collectively, “Released PAGA Claims”).

24 19. Upon the full funding of the Gross Settlement Amount, Plaintiff, individually and on
25 his own behalf, will be deemed to have fully, finally, and forever released, settled, compromised,
26 relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands,
27 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action of any kind or
28 nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which

1 Plaintiff, at any time of execution of the Original Agreement, had or claimed to have or may have,
2 including but not limited to any and all claims arising out of, relating to, or resulting from his
3 employment and/or separation of employment with the Released Parties, including any claims arising
4 under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
5 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act
6 of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical
7 Leave Act; the Employee Retirement Income Security Act; the California Family Rights Act; the
8 California Fair Employment and Housing Act; all claims for wages or penalties under the Fair Labor
9 Standards Act; all claims for wages or penalties under the California Labor Code; Business and
10 Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or
11 interference with legal rights; any and all other employment or discrimination laws; whistleblower
12 claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of
13 promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a
14 release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not
15 include a release of any claims that cannot be released hereunder by law. Plaintiff understands and
16 expressly agrees that the Original Agreement extends to claims that he has against Defendant, of
17 whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
18 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
19 or before the execution of the Original Agreement. Any and all rights granted under any state or
20 federal law or regulation limiting the effect of the Original Agreement, including the provisions of
21 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
22 the California Civil Code reads as follows:

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

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1 20. “Released Parties” means Defendant and its past and present partnerships,
2 corporations, subsidiaries, and administrators, and their respective predecessors, successors, assigns,
3 and shareholders, and all of their past and present officers, directors, members, agents, attorneys,
4 accountants, and insurers, and all of their respective predecessors, successors, heirs, assigns, executors,
5 and administrators thereof.

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

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

13 23. A Final Accounting Hearing is set for _____ at
14 _____ in Department 2 of this Court located at 221 S. Mooney Boulevard, Visalia,
15 California 93291. The Settlement Administrator shall file a Final Report by _____.

16 **IT IS SO ORDERED.**

17 Dated: _____

Honorable Bret D. Hilman