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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

JOSE GONZALEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CALIFORNIA CUSTOM POWER SPORTS,
INC., a California corporation; and DOES 1
through 100,

Defendants.

Case No.: 24CVP-0190

*[Assigned for all purposes to the Hon.
Michael C. Kelley, Paso Robles Dept. 2]*

**~~PROPOSED~~ JUDGMENT AND
ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 3, 2026
Time: 9:00 a.m.
Dept: P2, Paso Robles Branch

Action Filed: May 31, 2024
Trial Date: None Set

1 **~~PROPOSED~~ JUDGMENT AND ORDER**

2 The Motion of Plaintiff Jose Gonzalez (“Plaintiff”) for Final Approval of Class Action
3 Settlement, Class Representative Enhancement Payment, and Attorneys’ Fees and Costs (“Final
4 Approval Motion”) came on regularly for hearing before this Court on March 3, 2026 at 9:00
5 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Amended Order Granting
6 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having
7 considered the parties’ Joint Stipulation and Settlement Agreement (“Settlement Agreement” or
8 “Settlement”), and the documents and evidence presented in support thereof, and recognizing the
9 sharply disputed factual and legal issues involved in this case, the risks of further prosecution,
10 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the
11 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the
12 product of good faith, arm’s-length negotiations between the parties. Good cause appearing
13 therefor, the Court hereby GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the
14 following:

15 1. Final judgment is hereby entered in conformity with the Settlement Agreement
16 and this Final Approval Order.

17 2. The conditional class certification is hereby made final, and the Court thus
18 certifies, for purposes of the Settlement, the following Settlement Class:

19 All current and former non-exempt employees who worked for Defendant
20 California Custom Power Sports, Inc. in California at any time from May
31, 2020 through July 19, 2025 (the “Class Period”).

21 3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines, Sean M.
22 Blakely, and Joel M. Gordon of Haines Law Group, APC are hereby confirmed as Class Counsel.

23 4. On December 1, 2025, notice was provided to Class Members as set forth in the
24 Settlement, which was approved by the Court on October 31, 2025, and the notice process has
25 been completed in conformity with the Settlement and the Court’s Preliminary Approval Order.
26 The Court finds that said notice was the best notice practicable under the circumstances. The
27 Class Notice provided due and adequate notice of the proceedings and matters set forth therein,
28 informed Class Members of their rights, and fully satisfied the requirements of California Code

of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Class Members objected to the Settlement, that no Class Members opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

6. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement Class members; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.

8. The Court finds that given the absence of objections to the Settlement, this Order shall be considered final as of the date of entry.

9. The Court finds that the Individual Class Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual Class Payments in conformity with the terms of the Settlement.

10. The Court orders Defendant California Custom Power Sports, Inc. (“Defendant”) to deposit the Gross Settlement Amount of \$600,000.00 with the Settlement Administrator, ILYM Group, Inc., within thirty (30) calendar days of the Effective Date.

11. The Court finds that an Enhancement Payment in the amount of \$10,000.00 to Plaintiff is appropriate for his risks undertaken and his service to the Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

1 12. The Court finds that attorneys’ fees in the amount of \$200,000.00 and litigation
2 costs of \$23,993.11 for Class Counsel are fair, reasonable, and adequate in light of the common
3 fund created by the Settlement, and orders that the Settlement Administrator distribute these
4 payments to Class Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Settlement Administrator shall be paid \$6,950.00 from
6 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
7 done and to be done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce
9 Development Agency (“LWDA”) in the amount of \$15,000.00 for its share of the settlement of
10 Plaintiff’s representative claim under the PAGA is fair, reasonable, and adequate, and orders the
11 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
12 of the Settlement.

13 15. This Court orders that any funds remaining unclaimed after 180 days shall be
14 distributed to the *cy pres* recipient – Legal Services of Northern California.

15 16. Upon the Effective Date and the complete funding of the Gross Settlement
16 Amount, Plaintiff and every member of the Settlement Class (except as to the PAGA claims
17 specified below) will fully release and discharge Defendant, and any of its past, present, and future
18 parents, subsidiaries, divisions, and/or affiliated companies and entities, and each of its/their past,
19 present, and future owners, officers, directors, members, managers, employees, consultants,
20 partners, subsidiaries, shareholders, attorneys, insurers, joint venturers, agents, successors,
21 assigns, legal representatives, and/or any other persons acting on its/their behalf (collectively, the
22 “Released Parties”) from liability for all claims that were pled or could have been pled in the
23 Action based on the factual allegations therein, that arose during the Class Period (the “Released
24 Class Claims”), including claims for: (1) minimum wages; (2) overtime wages; (3) meal period
25 violations; (4) rest period violations; (5) failure to reimburse for all necessary business
26 expenditures; (6) wage statement penalties; (7) waiting time penalties; (8) failure to pay sick pay;
27 (9) unfair competition; and (10) civil penalties under the PAGA. Class Members do not release
28 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair

1 Employment and Housing Act, unemployment insurance, disability, social security, workers'
2 compensation, or claims based on facts occurring outside the Class Period. In addition, all Class
3 Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their
4 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
5 and assigns, the Released Parties from all claims for PAGA civil penalties that were alleged, or
6 reasonably could have been alleged, based on the PAGA Period facts stated in the Action and the
7 PAGA Notice, and ascertained in the course of the Action, including, but not limited to, any right
8 or claim for PAGA penalties predicated on: (1) minimum wages; (2) overtime wages; (3) meal
9 period violations; (4) rest period violations; (5) failure to reimburse for all necessary business
10 expenditures; (6) wage statement penalties; (7) waiting time penalties; (8) failure to pay sick pay;
11 (9) any violation or breach of the California Labor Code arising from or related to the conduct or
12 omission alleged, or could have reasonably been alleged, in the Action and the conduct or
13 omission ascertained in the course of the Action, including without limitation, any violation or
14 breach of California Labor Code §§ 201-204, 226 *et seq.*, 226.7, 245.5, 246, 510, 512, 516, 558,
15 1194, 1198, 2802, 2804, or any other similar wage orders ("Released PAGA Claims").

16 17. This document shall constitute a final judgment pursuant to California Rule of
17 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
18 approval hearing, the court must make and enter judgment. The judgment must include a
19 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
20 judgment. The court may not enter an order dismissing the action at the same time as, or after,
21 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
22 Approval Order, and this Judgment.

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1 18. Plaintiff shall file a Final Disbursement Declaration on or before March 3, 2027.

2 **IT IS SO ORDERED.**

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4 Dated: 4/1/2026, 2026



Hon. Michael C. Kelley
Judge of the Superior Court