

FILED
SUPERIOR COURT OF CALIFORNIA COUNTY OF KERN
DEC 17 2025
ENDORSED
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on behalf of herself and others similarly situated

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF KERN**

15 TAIREN WALKER, an individual on behalf
of herself and all others similarly situated,

16 Plaintiff,

17 vs.

18 GSF PROPERTIES, INC., a California
19 corporation; PACIFIC PINES, an entity of
20 unknown origin; and DOES 1 through 50,
inclusive,

21 Defendants.
22

Case No.: BCV-24-100950
Michael A. Caves
Honorable ~~Thomas S. Clark~~
Department 17

23 **[PROPOSED] ORDER GRANTING**
24 **PRELIMINARY APPROVAL OF CLASS**
25 **ACTION AND PAGA SETTLEMENT**

26 Date: December 17, 2025
27 Time: 8:30 a.m.
28 Dept.: 17
Address: 1415 Truxton Ave.
Bakersfield, CA 93301

Complaint Filed: March 15, 2024
FAC Filed: May 20, 2024
SAC Filed: October 16, 2025
Trial Date: Not Set

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8 Individually, and on behalf of others similarly situated

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[PROPOSED] ORDER

On December 17, 2025 at 8:30 a.m. in Department 17 of the above-captioned Court located at 1415 Truxton Avenue, Bakersfield, California 93301, Plaintiffs Laila Droubi and Tairen Walker (together, "Plaintiffs") will and hereby do move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiffs and Defendant GSF Properties, Inc. ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the Settlement Agreement, appear to be within the range of reasonableness of a settlement that could

1 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
2 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
3 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable
4 when balanced against the probable outcome of further litigation relating to certification, liability, and
5 damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

6 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
7 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
8 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
9 (b) common questions of law and fact predominate, and there is a well-defined community of interest
10 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs'
11 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately
12 protect the interests of the members of the Class; (e) a class action is superior to other available
13 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
14 counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

15 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
16 follows:

17 All current and former hourly-paid and/or non-exempt employees who worked for
18 Defendant in the State of California at any time during the Class Period.

19 (The Class Period is defined as the period from December 13, 2019 through the
20 date of entry of this Order, subject to Paragraph 15(e) of the Settlement Agreement.)

21 7. The Court provisionally appoints Jonathan M. Genish, Karen I. Gold, Marissa A.
22 Mayhood, Noam Y. Reiffman, and Alexandra Rose of Blackstone Law, APC and David H. Yeremian,
23 Natalie R. Haritounian, Enoch J. Kim, Matthew J. Carraher, and Antonia McKee of D.Law, Inc. as
24 counsel for the Class ("Class Counsel").

25 8. The Court provisionally appoints Plaintiffs Laila Droubi and Tairen Walker as the
26 representatives of the Class ("Class Representatives").

27 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
28 Settlement ("Settlement Administrator").

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1 10. Within thirty (30) calendar days after entry of this Order, Defendant will provide the
2 Settlement Administrator with the following information about each Class Member and PAGA
3 Employee: full name, last known mailing address, Social Security number, hire and termination dates,
4 and the number of Workweeks and Pay Periods (collectively referred to as the "Class List") in
5 conformity with the Settlement Agreement..

6 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
7 ("Class Notice") attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
8 and PAGA Employees in the manner set forth in the Settlement Agreement. The Court finds that the
9 Class Notice appears to fully and accurately inform the Class Members of all material elements of the
10 Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a Request
11 for Exclusion, of Class Members' right to dispute the Workweeks and/or Pay Periods credited to each
12 of them by submitting a Dispute, and of each Settlement Class Member's right and opportunity to
13 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
14 The Court further finds that distribution of the Class Notice substantially in the manner and form set
15 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
16 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
17 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the
18 Class Notice in English and Spanish by First-Class U.S. Mail to all Class Members and PAGA
19 Employees within seven (7) calendar days of receipt of the Class List, pursuant to the terms set forth
20 in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
24 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
25 before the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the
26 Settlement Administrator to Class Members ("Response Deadline"), or, in the case of a re-mailed
27 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original
28 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded

1 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
2 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
3 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
4 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who
5 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be
6 bound by the Settlement Agreement and any final judgment based thereon..

7 13. A Final Approval Hearing shall be held before this Court on
8 May 20, 2026 at 8:30 a.m./p.m. in Department 17 of the Kern County
9 Superior Court, located at 1415 Truxton Avenue, Bakersfield, California 93301, to determine all
10 necessary matters concerning the Settlement, including: whether the proposed settlement of the action
11 on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should
12 be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
13 herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate,
14 and reasonable to the Class Members and PAGA Employees; and determine whether to approve the
15 requests for the Attorneys' Fees and Costs, Enhancement Payments, Settlement Administration Costs,
16 and allocation for the PAGA Amount.

17 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
18 Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the
19 appropriate declarations and supporting evidence, including the Settlement Administrator's
20 declaration, by 5/20/26 8:30, to be heard at the Final Approval Hearing..

21 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
22 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
23 Objection must be signed and contain the information that is required, as set forth in the Class Notice,
24 including and not limited to the grounds for the objection. Settlement Class Members, individually or
25 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
26 whether they have submitted a Notice of Objection.

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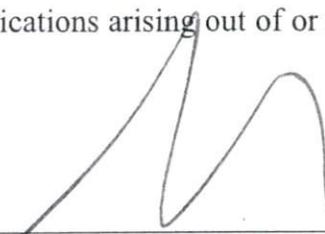
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1 16. In the event the Settlement does not become effective in accordance with the terms of
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
4 the parties shall revert back to their respective positions as of before entering into the Settlement
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

7 17. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
9 Members and retains jurisdiction to consider all further applications arising out of or connected with
10 the Settlement.

11 **IT IS SO ORDERED.**

12 Dated: 12/17/25



Honorable ~~Thomas S. Clark~~
Judge of the Superior Court
Michael A. Caves