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8 **UNITED STATES DISTRICT COURT**
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
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11 MARC GUISINGER,
12 *individually and on behalf of all*
13 *others similarly situated,*

14 Plaintiff,

15 vs.

16 KEYSTONE RV COMPANY,

17 Defendant.
18
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Case No. 2:23-cv-01393-MWC-RAO

**JUDGMENT PURSUANT TO FED. R.
CIV. P. 68 [JS-6]**

20 **WHEREAS**, on June 1, 2026, Defendant Keystone RV Company
21 (“Keystone”), pursuant to Rule 68 of the Federal Rules of Civil Procedure, served
22 upon Plaintiff Marc Guisinger, individually and as Class Representative of the Class
23 certified by the Court on February 19, 2026 (Dkt. No. 107), an Offer of Judgment to
24 allow judgment to be entered against Defendant and in favor of Plaintiff and the
25 Class as set forth in the Offer of Judgment (Dkt. No. 182-1), which is attached hereto
26 as **Exhibit A**;
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JUDGMENT

1 **WHEREAS**, on June 4, 2026, Plaintiff and the Class served and filed a timely
2 and written Notice of Acceptance of Defendant’s Offer of Judgment, which is
3 attached hereto as **Exhibit B**, and subsequently filed the Offer, Notice of
4 Acceptance, and Proof of Service with this Court pursuant to Rule 68(a) (Dkt. No.
5 182); and

6 **WHEREAS**, the Clerk of the Court is required under Rule 68(a) to enter
7 judgment upon the filing of the offer, notice of acceptance, and proof of service as
8 set forth in the Offer of Judgment;

9 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED**
10 **that:**

11 1. Judgment is hereby entered in favor of Plaintiff Marc Guisinger and
12 each class member (“Class Member”) of the Class that has not opted out of the
13 certified class as of June 22, 2026 (“the Judgment Class”), and against Defendant
14 Keystone, pursuant to Federal Rule of Civil Procedure 68.

15 2. Keystone will pay up to the total amount of three million one hundred
16 and seven thousand dollars (\$3,107,000.00) (“Maximum Judgment Amount”) in full
17 and final satisfaction of all relief sought in the operative Complaint by Plaintiff and
18 the Class, including but not limited to damages, equitable relief, injunctive and
19 declaratory relief, attorneys’ fees, costs, expenses, interest, and any other amounts
20 recoverable in this action accrued to the date of acceptance.

21 3. The Maximum Judgment Amount shall be apportioned as follows:

22 a. Each qualifying Class Member is eligible to receive a direct
23 payment of two thousand dollars (\$2,000.00) from the Maximum
24 Judgment Amount pursuant to the Judgment Distribution Plan
25 approved by the Court.

- b. Twenty-five thousand dollars (\$25,000.00) from the Maximum Judgment Amount shall be paid by Keystone to Plaintiff Marc Guisinger as a service award for serving as Class Representative.
- c. Two million dollars (\$2,000,000.00) from the Maximum Judgment Amount shall be paid by Keystone to Class Counsel for attorneys' fees and costs.

4. Keystone shall arrange for the installation of solar panels, at no cost to Plaintiff Guisinger, on his 2017 Passport 199 MLWE Ultra Lite Grand Touring Travel Trailer (VIN: 4YDT19923HX415851), through an authorized Keystone dealer of Plaintiff Guisinger's choice.

5. Keystone shall provide a report on the status of payment to the Class as set forth in the Judgment Distribution Plan.

6. This Judgment resolves all claims asserted by Plaintiff Guisinger and the Class against Keystone in this action. Nothing in this Judgment constitutes an admission by Keystone of any fact or allegation relating to liability, which Keystone denies.

7. The Court retains jurisdiction over the parties and this action for purposes of enforcing the terms of this Judgment.

8. This Judgment is effective June 4, 2026, the date the Offer of Judgment was accepted.

9. The Clerk of the Court is directed to close this case.

Dated: June 23, 2026

By: 
Hon. Michelle Williams Court

EXHIBIT A

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KEYSTONE RV COMPANY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARC GUISENGER, individually and
on behalf of all others similarly
situated,

Plaintiff,

vs.

KEYSTONE RV COMPANY,

Defendant.

Case No. 2:23-cv-01393-MWC-RAO

**DEFENDANT KEYSTONE RV
COMPANY'S OFFER OF JUDGMENT
PURSUANT TO FED. R. CIV. P. 68**

Assigned to Judge Michelle Williams Court

Complaint Filed: 02/23/2023
Trial Date: 06/29/2026

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant Keystone RV Company (“Keystone”) hereby offers to allow entry of judgment to be taken against it as follows:

1. Judgment in favor of Named Plaintiff Marc Guisinger (“Plaintiff Guisinger”) and each class member (“Class Member”) that has not opted out of the certified class as of June 22, 2026 (“the Judgment Class”);

2. Keystone to pay up to the total sum of three million one hundred and seven thousand dollars (\$3,107,000.00) (“Maximum Settlement Payment”) in full and final satisfaction of all relief sought in the operative Complaint (including but not limited to damages, equitable relief, injunctive and declaratory relief, attorneys’ fees, costs, expenses, interest, and any other amounts recoverable in this action, accrued to the date of acceptance of the offer), with the total Maximum Settlement Payment to be apportioned as follows:

i. A direct payment of two thousand dollars (\$2,000.00) (“Individual Settlement Payment”) for each of the 541 members of the Judgment Class (“Qualifying Class Members”) who currently own a Passport Western Edition travel trailer with wood trusses¹, that they purchased from a Keystone authorized dealership in California prior to December 1, 2019, with a Serial Number that sequentially ends after HX414101, (“Qualifying Trailers”), to be issued by Keystone directly to each Qualifying Class Member. Qualifying Class Members must submit proof of current ownership to Class Counsel, to be submitted to Keystone within 30 days from the date this Offer is fully executed and

¹ Class Members may confirm that they have a Qualifying Trailer with wood trusses by removing screws from a vent in the bathroom and conducting a visual inspection of the trusses. Such inspection can be completed in approximately 20-25 minutes, as demonstrated by Plaintiff Guisinger’s own inspection. Any Class Member who has metal trusses is excluded from the Settlement Payment given they have no alleged damages as a matter of law.

1 filed with the Court. Keystone will mail the Individual Settlement
2 Payment to the Qualifying Class Members with tracking to the most
3 recent address on file for each Qualifying Class Member within thirty
4 (30) days from the date of receipt of proof of ownership from Class
5 Counsel. Keystone will make all reasonable, good-faith efforts to
6 ensure the Individual Settlement Payments are received by the
7 Qualifying Class Members. Keystone shall provide a report on the
8 status of Individual Settlement Payments to the Court 90 days after the
9 Individual Settlement Payments are issued pursuant to the terms of the
10 Court's Approval Order. Individual Settlement Payments will be void
11 after ninety (90) days. Monies from uncashed Individual Settlement
12 Payments that are void after the ninety (90) day period are retained by
13 Keystone

14 ii. Twenty-five thousand dollars (\$25,000.00) to Plaintiff Guisinger as a
15 service award ("Service Award") for serving as Class Representative.

16 iii. Two million dollars (\$2,000,000.00) to Class Counsel for attorneys'
17 fees and costs.

18 3. At the conclusion of the approved deadlines, Keystone will provide a full
19 accounting of the Individual Settlement Payments to the Court with a sworn
20 declaration subject to the penalty of perjury to support a submission to the Court
21 confirming compliance with the Approval Order. Keystone is responsible for all costs
22 associated with issuing the Individual Settlement Payments pursuant to the Approval
23 Order.

24 4. Given Plaintiff Guisinger alleges solar panel installation was central to
25 his motivation for purchasing his 2017 Passport 199 MLWE Ultra Lite Grand Touring
26 Travel Trailer (VIN: 4YDT19923HX415851) (the "Subject Trailer"), Keystone will
27 agree to have solar panels installed on the Subject Trailer at no cost to Plaintiff
28

1 Guisinger. Keystone will coordinate the installation with an authorized Keystone
2 dealer of Plaintiff Guisinger's choice.

3 5. Keystone is making this offer in order to conserve litigation resources,
4 promote judicial economy, and for the purposes of compromising a disputed claim.
5 Nothing in this offer should be deemed an admission by Keystone of any fact or
6 allegation relating to its alleged liability, which Keystone denies as to Plaintiff
7 Guisinger and the Class.

8 6. This offer is conditioned on acceptance by the whole Judgment Class (*i.e.*,
9 Plaintiff and each member of the certified class that has not opted out of the class as
10 of June 22, 2026).

11 To accept this offer, Plaintiff and the Judgment Class must serve written notice
12 of acceptance thereof within fourteen (14) days after being served with this offer. If
13 this offer is not accepted within fourteen (14) days, Plaintiff and the Judgment Class
14 may become obligated to pay Keystone's costs incurred after the making of this offer.

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16 Dated: June 1, 2026

NELSON MULLINS RILEY &
SCARBOROUGH LLP

17
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19 By:



Jahmy S. Graham
Rona Eli
Michael E. Seager

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21 Attorneys for Defendant
22 Keystone RV Company
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