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SADAMATSU VICENTE GONZALEZ,

Successor-In-Interest to Plaintiff Vicente Gonzalez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

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

Plaintiff,

vs.

NORCO PLASTICS, INC., a California
corporation; BEYOND STAFFING
SOLUTIONS, INC., a California corporation;
MOONSTONE PEO, INC., a Texas
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2026519

[*Assigned for all purposes to the Hon. Jessica
Morgan, Dept. S-26*]

[PROPOSED] FINAL JUDGMENT

Date: November 15, 2023

Time: 9:00 a.m.

Dept.: S-26

Action Filed: August 7, 2020

Trial Date: None

1 This matter came on regularly for hearing before this Court on November 15, 2023,
2 pursuant to California Rule of Court 3.769 and this Court's June 22, 2023 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Amended Stipulation of Class Action and PAGA Settlement (herein
5 "Settlement")¹ and the documents and evidence presented in support thereof, and the
6 submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt, hourly employees who worked for
11 Defendant Norco Plastics, Inc. (including any and all individuals who: (i)
12 worked for Defendant Norco Plastics, Inc. directly, or (ii) worked for and/or
13 provided services for Defendant Norco Plastics, Inc. through a staffing
14 agency) in California at any time from August 7, 2016 through August 6,
15 2022.

16 2. The Class Period is August 7, 2016 through August 6, 2022.

17 3. Plaintiff Sadamatsu Vicente Gonzalez is hereby confirmed as Class
18 Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law,
19 APC and Paul K. Haines of Haines Law Group, APC are hereby confirmed as Class Counsel.

20 4. Notice was provided to the Settlement Class as set forth in the Settlement. The
21 form and manner of notice were approved by the Court on June 22, 2023, and the notice process
22 has been completed in conformity with the Court's Order. The Court finds that said notice was
23 the best notice practicable under the circumstances. The Notice Packet (which consists of the
24 Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual
25 Settlement Award) provided due and adequate notice of the proceedings and matters set forth
26 therein, informed Settlement Class members of their rights, and fully satisfied the requirements
27 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
assigned to them in the Settlement.

1 5. Additionally, notice was provided to the Settlement Class by the Advertisement
2 for Chino Champion Newspaper re: Notice of Pendency of Class Action and Proposed
3 Settlement, which ran for eight (8) weekly cycles (once a week for 2 months) in the Chino
4 Champion. A copy of the advertisement was also posted by Defendant at Defendant's facility
5 located at 14325 Monte Vista Ave, Chino, CA 91710.

6 6. The Court finds that no Settlement Class member objected to the Settlement, no
7 class members have opted out of the Settlement, and that the 100% participation rate in the
8 Settlement supports final approval.

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

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

21 9. The Court orders that Defendant deposit the Gross Settlement Amount of Four
22 Hundred Twenty Thousand Dollars and Zero Cents (\$420,000.00) with Simpluris, the Settlement
23 Administrator, as provided for in the Settlement. Specifically, the Gross Settlement Amount the
24 Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set
25 up by the Settlement Administrator for the benefit of participating Settlement Class members
26 and PAGA Employees. Defendant agrees to deposit the Gross Settlement Amount with the
27 Settlement Administrator within thirty (30) calendar days after the "Effective Date" which is
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defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Settlement Class members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

10. The Court finds that the settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.

11. The Court finds that an incentive payment in the amount of \$5,000.00 for Plaintiff Sadamatsu Vicente Gonzalez is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that attorneys' fees in the amount of \$140,000.00 and litigation costs of 16,711.20 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

13. The Court orders that the Settlement Administrator shall be paid \$6,800.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

14. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of Plaintiff's representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

15. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Sixty-Seven percent (67%) as penalties and interest; and Thirty-Three percent (33%) as wages.

1 16. The Court finds and determines that upon satisfaction of all obligations under the
2 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
3 have released the Released Claims as set forth in the Settlement, and will be permanently barred
4 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

5 17. Upon the Effective Date of the Release, by virtue of this Judgment, Plaintiff and
6 every member of the Settlement Class (except those who timely and properly submit a Request
7 for Exclusion as set forth below) will fully and forever completely release and discharge
8 Defendant, and all of its past and present officers, directors, shareholders, managers, employees,
9 agents, principals, heirs, representatives (including but not limited to Jack Williams and John
10 Williams), accountants, auditors, consultants, and its respective successors and predecessors in
11 interest, subsidiaries, affiliates, parents and attorneys, (including, without limitation the other
12 named defendants in the action, Beyond and Moonstone), (collectively the “Released Parties”),
13 from all claims, demands, rights, liabilities and causes of action that are/were pled in the
14 operative complaint in the Action, or which could have been pled in the operative complaint in
15 the Action based on the factual allegations therein, that arose during the Class Period including
16 but not limited to the following claims: (a) failure to pay all overtime wages owed; (b) failure to
17 pay all minimum wages owed; (c) failure to authorize and permit rest periods, or premium pay
18 for non-compliant rest periods; (d) failure to provide meal periods, or premium pay for non-
19 compliant meal periods; (e) failure to issue accurate, itemized wage statements; (f) failure to pay
20 all wages upon termination and (g) all claims for unfair business practices that could have been
21 premised on the facts, claims, causes of action or legal theories described above (collectively,
22 the “Released Claims”).

23 18. The time period for the release of the Released Claims against the Released
24 Parties shall be the same time period as the Class Period.

25 19. Upon the Effective Date of the Release, PAGA Employees, including Plaintiff,
26 will release and forever discharge all claims, demands, rights, liabilities and causes of action for
27 civil penalties under California Labor Code Private Attorneys General Act of 2004 against the
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Released Parties based on (as alleged in the letter to the Labor & Workforce Development Agency (“LWDA”) September 28, 2020 and the operative complaint (which is the proposed Second Amended Complaint attached hereto as **Exhibit C**) for: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (d) failure to provide meal periods, or premium pay for non-compliant meal periods; (e) failure to issue accurate, itemized wage statements; (f) failure to pay all wages upon termination. (collectively, “PAGA Released Claims”). The PAGA Period and the time period of the PAGA Released Claims is defined as the time period of August 7, 2019 through August 6, 2022 (“PAGA Period”).

20. The PAGA Period and the time period of the PAGA Released Claims is defined as the time period of August 7, 2019 through August 6, 2022.

21. In light of the Class Representative Service Award, Plaintiff agrees to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, which includes waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

22. The releases identified herein will only be effective upon the date that Defendant fully funds the Gross Settlement Amount.

23. Notwithstanding the releases being provided by Plaintiff, the Class Members and the PAGA Employees, including without limitation to Beyond and Moonstone, Defendant is hereby specifically retaining by and through this Settlement any and all claims it has or may have against Beyond and Moonstone, including any claims asserted in the Cross-Complaint filed in

1 the Action on or about July 21, 2021. Nothing in this Settlement, nor the Judgment if and when
2 the Court finally approves this Settlement, shall prevent Defendant from proceeding with its
3 claims in the Cross-Complaint or any other claims it has or may have against Beyond and/or
4 Moonstone. Any action or inaction, recovery or no recovery, by Defendant against Beyond
5 and/or Moonstone as to the Cross-Complaint shall not affect this Agreement.

6 24. This document shall constitute a final judgment pursuant to California Rule of
7 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
8 approval hearing, the court must make and enter judgment. The judgment must include a
9 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
10 judgment. The court may not enter an order dismissing the action at the same time as, or after,
11 entry of judgment."

12 25. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
13 Order, and this Judgment.

14
15 **JUDGMENT IS SO ENTERED.**

16
17 Dated: _____, 2023

Honorable Jessica Morgan
Judge of the Superior Court