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4/9/2026
Superior Court of California
County of Stanislaus
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Clerk of the Court
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

JAVIER ALVARADO, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

NORTHSTAR CHEMICAL, INC., an unknown
entity; PACIFIC STAR CHEMICAL, LLC, an
unknown entity; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CV-23-001538
Assigned to: Hon. Sonny S. Sandhu, Dept. 24

Complaint filed: March 27, 2023
FAC filed: August 11, 2025
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: April 3, 2026
Time: 8:30 a.m.
Dept.: 24

1 On or around November 4, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Javier Alvarado ("Plaintiff" or the "Class
3 Representative") now seeks an order granting final approval of the Class Action and PAGA
4 Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement") for the amount
5 of \$190,000.00 (the "Gross Settlement Amount") between Plaintiff and Defendant Pacific Star
6 Chemical, LLC d.b.a. Northstar Chemical, Inc. ("Defendant", and together with Plaintiffs, the
7 "Parties"). A true and correct copy of the Settlement Agreement is attached to the Declaration of
8 Conor J.D. Gomez (the "Class Counsel Declaration") in Support of Plaintiff's Motion for Final
9 Approval of Class Action Settlement (the "Motion") as **Exhibit 1**.

10 Due and adequate notice having been given to the Class (defined as: "all current and former
11 employees employed by Defendant in California and classified as an hourly-paid or non-exempt who
12 worked for Defendant between March 27, 2019 and September 1, 2024 (the "Class Period") (each
13 "Class Member(s)", collectively the "Class")), and the Court having reviewed and considered the
14 Settlement, the Motion, the supporting declarations and exhibits thereto, all papers filed and
15 proceedings had herein, and the absence of any written objections received regarding the Settlement,
16 and having reviewed the record in this action, and good cause appearing therefor,

17 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

18 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
19 Settlement filed in this case (Case No. CV-23-001538, hereinafter referred to as the "Action") and
20 as used herein.

21 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the Class
22 Members, Defendant, and Apex Class Action (the "Administrator").

23 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
24 reasonable and therefore meets the requirements for final approval. The Court grants final approval
25 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
26 Agreement.

27 4. The Court finds that the Settlement appears to have been made and entered into in
28 good faith and hereby approves the Settlement subject to the limitations on the requested attorneys'

1 fees of 33 and 1/3% of the Gross Settlement Amount or \$63,333.33 (the “Class Counsel Fees
2 Payment”) and costs of \$16,229.91 (the “Class Counsel Litigation Expenses Payment”) and the
3 \$10,000.00 service award to Plaintiff (the “Class Representative Service Payment”) as set forth
4 below.

5 5. Upon Defendant fully funding the Settlement as described in the Settlement
6 Agreement, each Participating Class Member (as defined in the Settlement Agreement), and
7 without the need to manually sign a release document, shall release the Released Parties (as defined
8 below) from all claims charges, complaints, liens, demands, causes of action, obligations, damages
9 and liabilities, that each Participating Class Member had, now has, or may hereafter claim to have
10 and that occurred during the Class Period against Defendant, its agents, officers, employees,
11 directors, owners, subsidiaries, insurers, DBA’s, including Northstar Chemical, Inc., affiliates and
12 predecessors, successors, and parent companies, (“Released Parties”) and that were asserted in this
13 Action, or that arise from or could have reasonably been asserted based on any of the facts alleged
14 in the Action, regardless of whether such claims arise under federal, state and/or local law, statute,
15 ordinance, regulation, common law, or other source of law (the “Released Claims”). The Released
16 Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 246,
17 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802, and the related IWC Wage
18 Orders and Business & Professions Code §§ 17200, et seq. claims based on alleged violation of
19 these Labor Code and Wage Order provisions, and all other claims, such as those under the
20 California Labor Code, Wage Orders, regulations, and/or provisions of law, that could have been
21 pleaded based on the facts asserted in the Action, including (1) Unfair Competition arising from
22 the alleged labor code violations, (2) Unpaid Minimum Wage; (3) Unpaid Overtime; (4) Failure to
23 Provide Meal Periods; (5) Failure to Provide Rest Breaks; (6) Inaccurate Wage Statements; (7)
24 Late Payment of Wages; (8) Unreimbursed Business Expenses; (9) Failure to Pay All Wages Upon
25 Separation; and (10) all interest, fees, and costs (“Released Claims”). Participating Class Members
26 who cash their checks are deemed to have waived all Released Claims inclusive of claims under
27 the Fair Labor Standards Act. Participating Class Members who do not cash their checks shall be
28 deemed to waive all Released Claims except for a claim under the Fair Labor Standards Act.

Released Claims for Class Members who worked for Defendant in California during the Class Period shall have their claims released during the Class Period.

6. Class Period means the period from March 27, 2019 to September 1, 2024.

7. Upon Defendant fully funding the Settlement as described in the Settlement Agreement, each Aggrieved Employee (as defined in the Settlement Agreement), and without the need to manually sign a release document, shall release the Released Parties for claims for civil penalties pursuant to PAGA based upon all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts contained in the Action, and/or the PAGA Notice including all of the following claims for relief: failure to pay minimum wages or overtime, failure to provide meal and rest periods, failure to provide accurate wage statements, failure to pay all wages due at separation, and failure to reimburse business expenses, including violations of Labor Code sections 201, 202, 203, 204, 210, 216, 223, 225.5, 226, 226.3, 226.7, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 during the PAGA Period (collectively, the “Released PAGA Claims”). Aggrieved Employees only release these Released PAGA Claims for the duration of the PAGA Period.

8. PAGA Period means the period from April 13, 2022 to September 1, 2024.

9. Upon final approval of the Settlement by the Court, Participating Class Members shall release the aforementioned claims against all Released Parties.

10. The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

11. Solely for purposes of effectuating the Settlement, the Court finally certifies the following Class – all current and former hourly-paid or non-exempt employee who worked for Defendant at any time during the Class Period (as defined below) who do not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Settlement.

12. No Class Member has objected to the terms of the Settlement.

13. One Class Member, Michael W. Ochoa, has requested exclusion from the Settlement.

1 14. The notice that the Administrator provided to the Class (the “Class Notice”) conforms
2 with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best
3 notice practicable under the circumstances, by providing individual notice to all Class Members who
4 could be identified through reasonable effort, and by providing due and adequate notice of the
5 proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the
6 requirements of due process.

7 15. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as
8 defined in the Settlement Agreement), and the methodology used to calculate and pay each
9 Participating Class Member’s Individual Class Payment (as defined in the Settlement Agreement)
10 and each Aggrieved Employee’s Individual PAGA Payment (as defined in the Settlement
11 Agreement) are fair and reasonable, and the Court authorizes the Administrator to pay the Net
12 Settlement Payments (as defined in the Settlement Agreement) to the Participating Class Members
13 in accordance with the terms of the Settlement.

14 16. Defendant shall pay the Gross Settlement Amount to resolve this Action and to
15 separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class
16 Payments.

17 17. From the Gross Settlement Amount, the Class Representative Service Payment shall
18 be paid to Plaintiff Javier Alvarado for his services as Class Representative and for his agreement to
19 release his claims pursuant to the Settlement.

20 18. From the Gross Settlement Amount, \$3,990.00 shall be paid to the Administrator.

21 19. From the Gross Settlement Amount, PAGA Penalties in the amount of \$20,000.00
22 (the “PAGA Penalties”) with 75% (\$15,000.00) allocated to the LWDA (the “LWDA PAGA
23 Payment”) and 25% (\$5,000.00) allocated to the PAGA Members (as defined in the Settlement
24 Agreement) (the “Individual PAGA Payments”).

25 20. The Court hereby confirms Benjamin H. Haber, Daniel J. Kramer, Alan Wilcox,
26 Conor Gomez, and Lucy Nguyen of Wilshire Law Firm, PLC as “Class Counsel”.

27 21. From the Gross Settlement Amount, Class Counsel is awarded the Class Counsel Fees
28 Payment of \$63,333.33 and the Class Counsel Litigation Expenses Payment of \$16,229.91. The fees

1 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the
2 fees are reasonable in light of the benefit provided to the Class.

3 22. The Cy Pres recipient is Legal Aid at Work for any Class Member whose Individual
4 Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void
5 date, the Administrator shall transmit the funds represented by such checks a Court-approved
6 nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd.
7 (b), Legal Aid At Work, located at 180 Montgomery Street, #600, San Francisco, California
8 94104. The Parties, Class Counsel and Defendant's counsel represent that they have no interest or
9 relationship, financial or otherwise, with the intended Cy Pres Recipient.

10 23. The Court sets a compliance hearing for November 25, 2026, at 8:30 a.m. in
11 Department 24. A compliance report and declaration from the Settlement Administrator shall be
12 filed no later than 5 calendar days before the hearing. This Final Approval Order and Judgment
13 shall be posted on the Settlement Administrator's website for a period of at least 90 days.

14 24. At the time of the compliance hearing, the Court shall amend the judgment to direct
15 that the sum of the unpaid funds, plus interest as required by the statute, be distributed as set forth
16 in the Settlement Agreement.

17 25. Without affecting the finality of this Order in any way, and in accordance with C.C.P.
18 § 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and
19 enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, and the
20 Administrator.

21 26. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
22 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

23 27. _____
24 _____
25 _____.

26 **IT IS SO ORDERED.**

27 DATE: 4/9/2026

28 

Hon. Sonny S. Sandhu
Stanislaus County Superior Court