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ELECTRONICALLY RECEIVED
Superior Court of California,
County of Fresno
By: Estela Gonzalez, Deputy Clerk
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

BRIAN MICHAEL SYLVESTER BELTRAN JR.,
as an individual, and on behalf of all others
similarly situated,

Plaintiff,

vs.

LIBERTY BELL EQUIPMENT CORPORATION,
a Pennsylvania corporation; ORS NASCO, LLC,
an Illinois limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 24CECG05061

*[Assigned for all purposes to the Hon.
Lisa M. Gamoian, Dept. 502]*

**COMPLEX CLASS ACTION
[PROPOSED] AMENDED FINAL
ORDER OF APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGMENT**

Complaint Filed: November 18, 2024
SAC Filed: December 17, 2025
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on September 2, 2026, at 3:30
2 p.m. pursuant to California Rule of Court 3.769; this Court's April 8, 2026 Order Granting Motion
3 for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Pursuant
4 to the Court's Amended Tentative Ruling entered on September 2, 2026, and having considered
5 the Parties' Stipulation of Class and PAGA Settlement (the "Settlement" or "Settlement
6 Agreement") attached as Exhibit A to the Declaration of Daniel J. Brown In Support of Plaintiff's
7 Motion for Preliminary Approval of Settlement, filed on November 4, 2025, and the submissions
8 of counsel, and recognizing the sharply disputed factual and legal issues involved in this case, the
9 risks of further prosecution and the benefits to be received by the Class pursuant to the Settlement,
10 the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
11 adequate, and is the product of good faith, arm's-length negotiations between the Parties.

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

14 Good cause appearing thereof, the Court hereby GRANTS Plaintiff's Motion for Final
15 Approval of Class Action Settlement, Class Representative's Service Award, and Attorney's Fees
16 and Costs, and ORDERS as follows:

17 1. The conditional class certification contained in the Preliminary Approval Order is
18 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
19 Class consisting of:

20 All current and former California non-exempt employees of Defendants who worked for
21 a Defendant in California at any time during the period of November 18, 2020, through
22 October 19, 2025 (the "Class Period").

23 2. Plaintiff Brian Michael Sylvester Beltran, Jr. is hereby confirmed as Class
24 Representative, and Daniel J. Brown of Stansbury Brown Law, PC is hereby confirmed as Class
25 Counsel.

26 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
27 was preliminarily approved by the Court on April 8, 2026, and the notice process has been
28 completed in conformity with the Court's Preliminary Approval Order. The Court finds that said

1 notice was the best notice practicable under the circumstances. The Class Notice provided due
2 and adequate notice of the proceedings and matters set forth herein, informed Settlement Class
3 Members of their rights, and fully satisfied the requirements of California Rule of Court 3.769
4 and due process.

5 4. The Court finds that no Settlement Class Member objected to the Settlement, that
6 only two (2) Settlement Class Members requested exclusion from the Settlement, and that the
7 resulting 98.91% participation rate in the Settlement supports final approval. The two Settlement
8 Class Members who requested exclusion are Gustavo Gonzalez and Anabel Mendoza.

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

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

21 7. The Court finds that given the absence of objections, and objections being a
22 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of
23 notice of entry.

24 8. The Court orders that the Gross Settlement Amount of Four Hundred Thousand
25 Dollars and Zero Cents (\$400,000.00) shall be deposited with the Settlement Administrator,
26 Phoenix Settlement Administrators ("Phoenix"), as provided in the Settlement.

27 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
28 shall not be re-issued and instead shall be transferred to the Boys & Girls Clubs of Fresno County

1 as the *cy pres* recipient;

2 10. The Court finds that the payments to Settlement Class Members and Aggrieved
3 Employees, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the
4 Settlement Administrator to distribute these payments in conformity with the terms of the
5 Settlement.

6 11. The Court finds that a Class Representative Service Award in the amount of Three
7 Thousand Dollars and Zero Cents (\$3,000.00) for Plaintiff Brian Michael Sylvester Beltran, Jr. is
8 appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this
9 payment is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
10 payment in conformity with the terms of the Settlement.

11 12. The Court approves Twenty-Four Thousand Four Hundred Thirty-Four Dollars
12 and Thirty-Three Cents (\$24,434.33) for litigation costs incurred and anticipated, which is less
13 than the maximum amount set forth in the Settlement Agreement and Class Notice. The Court
14 approves an attorney fee award in the amount of One Hundred Forty Thousand Dollars and Zero
15 Cents (\$140,000.00), as set forth in the Settlement Agreement and Class Notice. Further, the
16 Court orders the Settlement Administrator to pay Class Counsel \$140,000.00 in attorneys' fees
17 and \$24,434.33 for Class Counsel's costs, and orders the Settlement Administrator to distribute
18 these payments to Class Counsel in conformity with the terms of the Settlement and by no later
19 than the date that the Settlement Administrator disperses payments to Settlement Class Members
20 and Aggrieved Employees. Class Counsel is authorized to remit One Thousand Nine Hundred
21 Dollars (\$1,900.00) of the attorneys' fees award to the referral firm Perez, Williams, Medina and
22 Rodriguez, LLP ("Perez Williams").

23 13. The Court finds that the PAGA Penalties of Twenty Thousand Dollars and Zero
24 Cents (\$20,000.00) under the Labor Code Private Attorneys General Act are fair, reasonable, and
25 adequate, and orders that the Settlement Administrator pay sixty-five percent (65%) of the PAGA
26 Penalties, or Thirteen Thousand Dollars and Zero Cents (\$13,000.00), to the Labor & Workforce
27 Development Agency ("LWDA"), and distribute the remaining thirty-five percent (35%), or
28 Seven Thousand Dollars and Zero Cents (\$7,000.00), to Aggrieved Employees as the PAGA

Amount, in conformity with the terms of the Settlement.

14. The Court orders that the Settlement Administrator shall be paid Eight Thousand Dollars and Zero Cents (\$8,000.00) 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.

15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the wage portion of the Participating Member Payments shall be paid by Defendants Liberty Bell Equipment Corporation and ORS NASCO, LLC, separately, and in addition to, the Gross Settlement Amount.

16. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all Settlement Class Members and Aggrieved Employees will be bound by the Settlement and will have released the Released Class Claims and Released PAGA Claims, as set forth in the Settlement.

17. Settlement is not an admission by Defendants, nor is this Order and Final Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendants.

18. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the wage portion of the Participating Member Payments, Plaintiff and all Settlement Class Members who did not opt out of the Settlement (collectively, "Participating Settlement Class Members") shall be deemed to have released the Released Parties from all claims asserted in the Action and all claims that could have been asserted in the Action based on the facts pled in the Second Amended Class and Representative Action Complaint that arose during the Class Period (the "Released Class Claims"). The release extends to the limits of the Class Period. As referenced herein, "Released Parties" shall collectively mean: Defendants Liberty Bell Equipment Corporation and ORS NASCO, LLC and each of their past and present parents, subsidiaries, divisions, related or affiliated companies, shareholders, members, officers, directors, employees, agents, attorneys,

1 successors and assigns, and any other individual or entity that could be liable in the Action from
2 all claims asserted in the Action. In addition, in light of his Class Representative Service Award,
3 Plaintiff has agreed to a general release of all claims, whether known or unknown, under federal
4 law or state law against the Released Parties, including a waiver of California Civil Code Section
5 1542, as set forth in Paragraph 3(E) of the Settlement.

6 The State of California and all current and former California non-exempt employees of
7 Defendants who worked for a Defendant in California at any time during the period of November
8 18, 2023 through October 19, 2025 (the “PAGA Period”) (collectively, “Aggrieved Employees”),
9 regardless of whether they opted out of the Settlement Class, shall, effective on the date when
10 Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes
11 owed on the wage portion of the Participating Member Payments, be deemed to have released
12 and discharged the Released Parties from all claims for civil penalties or any other available relief
13 under the Labor Code Private Attorneys General Act (“PAGA”) asserted in the Action and all
14 PAGA claims that could have been asserted in the Action based on the facts pled in the Second
15 Amended Class and Representative Action Complaint and/or the notice Plaintiff sent to the
16 LWDA, LWDA Case No. LWDA-CM-1062250-24, that arose during the PAGA Period (the
17 “Released PAGA Claims”). The release extends to the limits of the PAGA Period.

18 19. The releases identified herein shall be null and void should the Settlement not be
19 fully funded.

20 20. This document shall constitute a final judgment pursuant to California Rule of
21 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
22 approval hearing, the court must make and enter judgment. The judgment must include a
23 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
24 judgment. The court may not enter an order dismissing the action at the same time as, or after,
25 entry of judgment.” Pursuant to section 664.6 of the California Code of Civil Procedure, the
26 Court will retain jurisdiction to enforce the Settlement and this Final Order and Judgment.

27 21. Settlement Class Members and Aggrieved Employees will receive notice of this
28 Order and Final Judgment with their Participating Member Payments. Notice of this Order and

Final Judgment will also be posted for at least 60 days on the Settlement Administrator's website.

22. Pursuant to Labor Code section 2699 and the terms of the Settlement, Plaintiff shall submit a copy of this Final Order and Judgment to the Labor & Workforce Development Agency.

23. The Court further sets a hearing at September 2, 2027 at 3:20 p.m. in Department 502 for the hearing on the Amended Judgment pursuant to Code of Civil Procedure section 384. A verified report of payouts of the settlement funds and a proposed amended judgment shall be submitted no later than August 18, 2027.

IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.

Date: September 15, 2026


Hon. Lisa M. Gamoian
Judge of the Superior Court

APPROVED AS TO FORM:

Date: 09.08.26

JACKSON LEWIS P.C.


Scott P. Jang
Counsel for Defendants

Date: 09.08.26

STANSBURY BROWN LAW, PC


Daniel J. Brown
Counsel for Plaintiff and Class

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90291

On September 8, 2026, I served the document listed below on the parties in this action as follows:

- **COMPLEX CLASS ACTION [PROPOSED] AMENDED FINAL ORDER OF APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT**

☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.

☒ (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address assistant@stansburybrownlaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R. 2.260.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 8, 2026, at Ventura, CA.

Isabella C. Aguinaga

Isabella C. Aguinaga

SERVICE LIST

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