

Electronically Filed
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Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Cynthia Hurtado, Deputy

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF STANISLAUS**

12 JAVIER ALVARADO, individually, on behalf
13 of all others similarly situated,

14 *Plaintiff,*

15 v.

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

20 *Defendants.*

Case No.: CV-23-001538

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Sonny S.
Sandhu, Dept. 24]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: October 28, 2025

Time: 8:30 a.m.

Dept: 24

Complaint filed: March 27, 2023

Trial date: not set

1 The Court has before it Plaintiff Javier Alvarado's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, along with the accompanying papers, the Class Action and PAGA
4 Settlement Agreement and Class Notice (which is referred to here as the "Settlement
5 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Pacific Star
10 Chemical, LLC dba Northstar Chemical, Inc. ("Defendant," and together with Plaintiff, the
11 "Parties"), attached to the Declaration of Benjamin H. Haber in Support of Plaintiff's Motion
12 for Preliminary Approval of Class Action Settlement as Exhibit 1.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$190,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
18 a \$20,000.00 payment to the State of California, Labor & Workforce Development Agency
19 ("LWDA") for its share of the settlement of claims for penalties under the Private Attorneys
20 General Act ("PAGA"), with 75% of which (\$15,000.00) being paid to the LWDA and 25%
21 (\$5,000.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
22 payments of up to \$10,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed
23 1/3 of the Gross Settlement Amount (\$63,333.33), and up to \$20,000.00 in costs for actual
24 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
25 \$10,000.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under the PAGA, and the class representatives' enhancement awards
13 should be finally approved as fair, reasonable and adequate as to the members of the class is
14 hereby set in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "all current and former hourly-paid or non-exempt employee who
17 worked for Defendant at any time from March 27, 2019, through September 1, 2024, ("the Class
18 Period')."

19 6. The Court finds, for settlement purposes only, that the Settlement Class meets the
20 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
21 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
22 of law and fact that are common, or of general interest, to all Settlement Class Members, which
23 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
24 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
25 the interests of the Settlement Class Members; and (5) a class action is superior to other
26 available methods for the fair and efficient adjudication of the controversy.

27 7. The Court appoints as Class Representative, for settlement purposes only,
28 Plaintiff Javier Alvarado. The Court further preliminarily approves Plaintiff's ability to request

1 incentive awards up to \$10,000.00.

2 8. The Court appoints, for settlement purposes only, Benjamin H. Haber and Daniel
3 J. Kramer, Alan Wilcox and Lucy Nguyen of Wilshire Law Firm, PLC as Class Counsel. The
4 Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to
5 1/3 of the Total Settlement Amount (\$63,33.33), and costs not to exceed 20,000.00.

6 9. The Court appoints Apex Class Action Administration as the Settlement
7 Administrator with reasonable administration costs estimated not to exceed \$10,000.00.

8 10. The Court approves, as to form and content of the Class Notice, attached to the
9 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
10 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
11 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
12 thereto.

13 11. The Parties are ordered to carry out the Settlement according to the terms of the
14 Settlement Agreement.

15 12. Any class member who does not timely and validly request exclusion from the
16 settlement may object to the Settlement Agreement.

17 13. The Court orders the following Implementation Schedule:

18 Defendant to provide Class Information to 19 the Settlement Administrator	November 25, 2025
20 Settlement Administrator to mail the Class 21 Notice	December 12, 2025
22 Class Deadline for Submission of Opt-Out 23 Notices, Objections or Workweek Disputes	February 20, 2026
24 Deadline for Class Administrator to Submit 25 Declaration of Compliance and Due 26 Diligence	February 27, 2026
27 Deadline to file Motion for Final Approval,	March 6, 2026

<p>1 Request for Attorneys' Fees and Costs, and 2 Service Award to Plaintiffs</p>	
<p>3 4 Final Approval Hearing 5 6</p>	<p>April 3, 2026, at 8:30 a.m. in Department 24. The hearing may be continued to another date without further notice to the Class</p>

7 14. The Court further ORDERS that, pending further order of this Court, all proceedings
8 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

9 **IT IS SO ORDERED.**

10
11
12 DATE: 11/4/2025



13 _____
14 Hon. Sonny S. Sandhu
15 Stanislaus County Superior Court

